

Request for Proposals (RFP)

DPSCS SUBSTANCE ABUSE TREATMENT

Solicitation No. DPSCS Q0009021



Department of Public Safety and Correctional Services

Office of the Secretary

Issue Date: **Friday, January 16, 2009**

NOTICE

Prospective Offerors who have received this document from the Department of Public Safety and Correctional Services web site or eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

Minority Business Enterprises are Encouraged to Respond to this Solicitation

STATE OF MARYLAND
NOTICE TO OFFERORS/CONTRACTORS

In order to help us improve the quality of State proposals solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding the enclosed solicitation. Please return your comments with your proposals. If you have chosen not to submit a proposal on this contract, please fax this completed form to: 410-339-4240 to the attention of (BJ Said-Pompey, Procurement Officer).

Title: **DPSCS SUSBSTANCE ABUSE TREATMENT**
Project No: **RFP DPSCS Q0009021**

1. If you have responded with a "no bid", please indicate the reason(s) below:

- ☐ Other commitments preclude our participation at this time.
- ☐ The subject of the solicitation is not something we ordinarily provide.
- ☐ We are inexperienced in the work/commodities required.
- ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
- ☐ The scope of work is beyond our present capacity.
- ☐ Doing business with Maryland Government is simply too complicated. (Explain in REMARKS section.)
- ☐ We cannot be competitive. (Explain in REMARKS section.)
- ☐ Time allotted for completion of the bid/proposals is insufficient.
- ☐ Start-up time is insufficient.
- ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
- ☐ Bid/Proposals requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
- ☐ MBE requirements. (Explain in REMARKS section.)
- ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
- ☐ Payment schedule too slow.
- ☐ Other: _____

2. If you have submitted a bid or proposal, but wish to offer suggestions or express concerns, please use the Remarks section below. (Use reverse or attach additional pages as needed.)

REMARKS: _____

Offeror Name: _____ Date _____

Contact Person: _____ Phone (____) _____ - _____

Address: _____

KEY INFORMATION SUMMARY SHEET

STATE OF MARYLAND

Request For Proposals

DPSCS SUSBSTANCE ABUSE TREATMENT

SOLICITATION NUMBER DPSCS Q0009021

RFP Issue Date: **Friday, January 16, 2009**

RFP Issuing Office: **Maryland Department of Public Safety and Correctional Services**

Procurement Officer: **BJ Said-Pompey**
Office Phone: **(410) 339-5013**
Fax: **(410) 339-4240**
E-mail: **bjsaid-pompey@dpscs.state.md.us.**

Procurement Method: **Competitive Sealed Proposals (COMAR 21.05.03)**

Contract Term: **April 1, 2009 through March 31, 2014**

Pre-Proposal Conference: **Monday, January 26, 2009 @ 10:00 AM**
Department of Public Safety and Correctional Services
300 E Joppa Road, Suite 1000
Towson, MD 21286

Proposals are to be sent to: **BJ Said-Pompey, Director of Procurement Services**
Department of Public Safety and Correctional Services
300 East Joppa Road, Suite 1000
Towson, Maryland 21286

Closing Date and Time: **Monday, February 16, 2009 @ 2:00 PM**

NOTE:

Prospective Offerors who have received this document from The Department of Public Safety's website or, eMarylandMarketplace.com, or who have received this document from a source other than the Procurement Officer, and who wish to assure receipt of any changes or additional materials related to this RFP, should immediately contact the Procurement Officer and provide their name and mailing address so that amendments to the RFP or other communications can be sent to them.

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Department of Public Safety and Correctional Services (DPSCS), hereinafter called the “Department,” is soliciting proposals from qualified Offerors, hereinafter called the “Offeror(s), to provide substance abuse treatment services within the confines of specified correctional institutions of the Maryland Division of Correction (DOC).

1.2 Abbreviations and Definitions

For the purposes of this RFP, the following abbreviations or terms have the meanings indicated below:

- | | |
|---|--|
| A. <u>Addictions Counselor</u> | An employee with academic training and/or professional experience in the treatment of substance abuse disorders. The employee must meet the State’s job classifications as an Alcohol/Drug (A/D) Counselor in on of the subtypes (A/D Supervised, A/D Associated, A/D Professional, and/or any other classifications the State may develop). Further, if the Board of Professional Counselors does not certify an employee, he/she must be supervised in compliance with COMAR regulations. The Offeror must provide the required supervision. |
| B. <u>Addictions Severity Index (ASI)</u> | Structured interview instrument designed to measure an inmate’s level of need for intervention in various areas, especially drug or alcohol use/abuse. It is part of the assessment process. |
| C. <u>Addictions Treatment Protocol (ATP)</u> | A six-month addictions treatment program based on cognitive behavioral interventions, provided by Certified Addictions Counselors who work for DPSCS for those inmates scoring a 4-6 on the ASI. |
| D. <u>Assessment</u> | Process of the administration and the interpretation of specified clinical instruments to measure level of need and suitability for treatment. |
| E. <u>Case Manager</u> | A prison employee who is responsible for assigning inmates to programs and activities. The case management department will assign inmates to be assessed based upon established eligibility criteria. |
| F. <u>CLF</u> | Central Laundry Facility – a minimum security prison located in Sykesville, Maryland. |
| G. <u>Contractual Substance</u> | An ADAA certified substance abuse provider with at least two |

<u>Abuse Provider</u>	years' experience providing assessment to the addicted population described in this RFP.
H. <u>DOC</u>	Division of Correction— a correctional agency within DPSCS charged with the operation of the State's sentenced adult correctional facilities.
I. <u>MCIW</u>	Maryland Correctional Institute for Women - MD DOC's intake & maintaining facility for all females located in Jessup, MD. The task of the multi level security facility is to determine classification level, complete the screening and assessment process to identify inmates for particular programs, and maintain female inmates.
J. <u>MCTC</u>	Maryland Correctional Training Center – a medium security institution for males located in Hagerstown, MD.
K. <u>Modified Therapeutic Community (TC)</u>	4, 6, and 12 month-long in prison substance abuse programs currently provided by a contracted vendor at Central Laundry Facility, Maryland Correctional Training Center, Maryland Correctional Institute for Women, and Patuxent Institution. These programs are based upon Cognitive Behavioral Interventions and Social Learning Theory and address Criminality in addition to Substance Abuse.
L. <u>Module</u>	Structured, psycho-educational treatment groups in specific content/skill areas. Modules generally utilize a cognitive behavioral format and include role-playing and homework assignments.
M. <u>MTC</u>	Metropolitan Transition Center – a multi-level security facility for males located in Baltimore, MD.
N. <u>OBSCIS</u>	The Offender-Based State Correctional Information System (OBSCIS) is a networked database management system. OBSCIS 1 stores all of the data on Maryland's inmates while OBSCIS 2 stores data on Maryland's parolees and probationers. OBSCIS also includes any subsequent Offender Case Management System procured by the Department.

- O. Patuxent Patuxent Institution – a multi-level security facility for males and females located in Jessup, MD. This facility specializes in housing inmates who are participating in programming, especially related to Mental Health.
- P. State of Maryland Automated Record Tracking (SMART) A networked database that maintains and shares data on an individual's assessment and treatment results.
- Q. Traffic Management The process of triaging prospective inmates for screening and assessment at the institutions based upon eligibility criteria. The admission must occur within the timeline necessary for their release or parole.

1.3 Contract Type

The Contract(s) that result from this RFP shall be Fixed-price with Indefinite Quantities in accordance with COMAR 21.06.03.02 and 21.06.03.06.

1.4 Contract Duration

The duration of the Contract(s) arising from this RFP are as follows:

The base contract performance period commences on the date that the Department executes the contract on or about **April 1, 2009** and terminates on **March 31, 2014**

1.5 Procurement Officer

The sole point-of-contact in the State for purposes of this RFP prior to the award of any contract is the Procurement Officer as listed below:

Name: **BJ Said-Pompey**
 Department: **Department of Public Safety and Correctional Services**
 Division: **Office of the Secretary, Procurement Services**
 Address: **Suite 1000, 300 E. Joppa Road, Baltimore, MD 21286**
 Phone: **(410) 339-5026**
 Fax: **(410) 339-4240**
 e-mail: bjaid-pompey@dpscs.state.md.us

The Department may change the Procurement Officer at any time by written notice to the Contractors.

1.6 Contract Manager

Contract Manager – Monitors the daily activities of the contract and provides technical guidance to the contractor. The State’s Contract Manager is:

Name: **Sandi Davis**
Department: **Department of Public Safety and Correctional Services**
Division: **Office of Treatment Services**
Address: **6776 Reisterstown Road Suite 210 Baltimore MD 21215**
Phone: **(443) 204-5734**
Fax: **(410) 764-5150**
e-mail: **sjdavis@dpscs.state.md.us**

The Department may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-Proposal Conference

A Pre-Proposal Conference will be held on **Monday, January 26, 2009** beginning at 10:00 AM, in the DPSCS Conference Room, Suite 1000, 300 Joppa Road, Towson, MD 21286. All interested Offerors are encouraged to attend in order to facilitate better preparation of their proposals. In addition, attendance may facilitate the Offeror’s understanding of RFP requirements.

The Conference will be transcribed. A copy of the transcript of the Pre-Proposal Conference will be made available to potential Offerors at a nominal charge directly from the transcription company. The identity of the company and details of how to obtain a transcript copy will be provided at the conference. In addition, as promptly as is feasible subsequent to the Conference, a summary of the Pre-Proposal Conference and all questions and answers known at that time will be distributed, free of charge, to all prospective Offerors known to have received a copy of this RFP.

In order to assure adequate seating and other accommodations at the Pre-Proposal Conference, it is requested that by noon on **Friday, January 23, 2009**, all potential Offerors planning to attend, return the Pre-Proposal Conference Response Form or call the Procurement Officer at (410) 339-5026 with such notice. The Pre-Proposal Conference Response Form is included as Attachment N to this RFP. In addition, if there is a need for sign language interpretation and/or other special accommodations due to a disability, it is requested that at least five days advance notice be provided. The Department will make reasonable efforts to provide such special accommodation.

1.8 Use of “E-Maryland Marketplace”

“E-Maryland Marketplace” is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the DPSCS web site (www.dpscs.state.md.us) and other means for transmitting the RFP and associated materials, the solicitation and minutes of the pre-proposal conference, Offeror’s questions and the Procurement Officer’s responses, addenda and other solicitation related information will be provided via eMaryland Marketplace.

In order to receive a contract award, a vendor must be registered on eMarylandMarketplace. Registration is free. Go here to register: <https://ebidmarketplace.com/>. Click on “Registration” to Begin the process and follow the prompts.

1.9 Questions

The Procurement Officer, prior to the pre-proposal conference, will accept written questions from prospective Offerors. If possible and appropriate, such questions will be answered at the pre-proposal conference. (No substantive question will be answered prior to the pre-proposal conference.) Questions may be submitted by mail, facsimile, or preferably, by e-mail to the Procurement Officer. Questions, both oral and written, will also be accepted from prospective Offerors attending the Pre-Proposal Conference. If possible and appropriate, these questions will be answered at the Pre-Proposal Conference.

Questions will also be accepted subsequent to the Pre-Proposal Conference. All post-conference questions should be submitted in a timely manner to the Procurement Officer only. The Procurement Officer shall, based on the availability of time to research and communicate an answer, decide whether an answer can be given before the proposal due date. Answers to all substantive questions that have not previously been answered, and are not clearly specific only to the requestor, will be distributed to all vendors who are known to have received a copy of the RFP.

1.10 Proposals Due (Closing) Date

An unbound original and seven (7) bound copies of each proposal (technical and financial) must be received by the Procurement Officer, at the address listed in Section 1.6, no later than 2:00 p.m. EDT on **Friday, February 16, 2009**, in order to be considered. An electronic version (CD) of the Technical Proposal in MS Word format must be enclosed with the original technical proposal. An electronic version (CD) of the Financial Proposal in MS Excel format must be enclosed with the original financial proposal. Insure that the CDs are labeled with the Date, RFP title, RFP number, and Offeror name and packaged with the original copy of the appropriate proposal (technical or financial).

Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt by the Procurement Officer. Except as provided in COMAR 21.05.02.10, proposals arriving after the closing time and date will not be considered. Proposals delivered by facsimile or email will not be considered.

1.11 Duration of Offer

Proposals submitted in response to this RFP are irrevocable for 120 days following the closing date of proposals or of Best and Final Offers (BAFOs), if requested. This period may be extended at the Procurement Officer's request only with the Offeror's written agreement.

1.12 Revisions to the RFP

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective Offerors who were sent this RFP or otherwise are known by the

Procurement Officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those Offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to this RFP issued before the proposal due date must accompany the Offeror's proposal in the transmittal letter accompanying the Technical Proposal submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in the manner specified in the amendment notice. Failure to acknowledge receipt of amendments does not relieve the Offeror from complying with all terms of any such amendment.

1.13 Cancellations; Discussions

The State reserves the right to cancel this RFP, accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified or potentially qualified Offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

1.14 Oral Presentation

Offerors may be required to make oral presentations to State representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All such representations will become part of the Offeror's proposal and are binding if the contract is awarded. The Procurement Officer will notify Offeror's of the time and place of oral presentations. Typically oral presentations occur approximately two (2) weeks after the proposal due date. Offerors should plan accordingly.

Typically, oral presentations shall follow a specified format and will generally be limited to 45 minutes of presentation time, followed by 15 minutes of questions and discussion. The Procurement Officer will issue a letter with details and instructions prior to the presentations.

1.15 Incurred Expenses

The State will not be responsible for any costs incurred by an Offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this RFP.

1.16 Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Offeror's proposals to meet the requirements of this RFP.

1.17 Protests/Disputes

Any protest or dispute related respectively to this RFP or the resulting contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.18 Multiple or Alternate Proposals

Multiple and Alternate proposals will not be accepted. Submitting proposals for more than one correctional institution therapeutic community programs, including RSAT, ROTC, MCIW, MCTC, and MTC, is not considered multiple or alternate proposals.

1.19 Minority Business Enterprises

- 1.19.1 A minority business enterprise subcontractor participation goal of 10% has been established for this solicitation. This MBE subcontract participation goal represents 10 percent of the total contract dollar amount. The contractor shall structure its awards of subcontracts under the contract in a good faith effort to achieve the goals in such subcontract awards by businesses certified by the State of Maryland as minority owned and controlled.
- 1.19.2 By submitting a response to this solicitation, the bidder or offeror agrees that this dollar amount under the contract shall be performed by certified minority business enterprises. A prime contractor — including an MBE prime contractor — should accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors. A prime contractor comprising a joint venture that includes MBE partner(s) should accomplish the MBE subcontract goal with certified MBE subcontractors.
- 1.19.3 A current directory of MBEs is available through the Maryland State Department of Transportation, Office of Minority Business Enterprise, P. O. Box 8755, B.W.I. Airport, Maryland 21240-0755. The phone number is 410-865-1244. The directory is also available at <http://www.mdot.state.md.us>. Select the MBE Program label. The most current and up-to-date information on MBEs is available via the website.
- 1.19.4 A bidder or offeror must include with its bid or offer:
 - (1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.
 - (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified MBEs at the time of submission. The bidder or offeror shall specify the price and/or the percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or offeror fails to submit Attachment D-1 and Attachment D-2 with the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

1.19.5 Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer:

- (1) Outreach Efforts Compliance Statement (**Attachment D3**);
- (2) Subcontractor Project Participation Statement (**Attachment D4**);
- (3) If the apparent awardee believes a waiver (in whole or in part) of the overall MBE goal or of any sub goal is necessary, it must submit a fully documented waiver request that complies with COMAR 21.11.03.11;
- (4) Any other documentation required by the Procurement Officer to ascertain bidder or offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed document within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has already been awarded, the award is voidable.

1.19.6 For MBE contract administration compliance, the contractor awardee shall:

- (1) Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made.
- (2) Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices.
- (3) Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records must indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.
- (4) Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor must retain all records concerning MBE participation and make them available for State inspection for three years after final completion of the contract.

- (5) At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

1.20 Access to Public Records Act Notice

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland.

Offerors are advised that, upon request for this information from a third party, the Procurement Officer is required to make an independent determination whether the information can be disclosed. (See COMAR 21.05.08.01)

1.21 Offeror Responsibilities

The selected Offeror(s) shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role relative to the proposals must be included in the Offeror's proposals.

1.22 Mandatory Contractual Terms

By submitting an offer in response to this RFP, an Offeror, if selected for award, shall be deemed to have accepted the terms of this RFP and the Contract, attached as Attachment A. **Any exceptions to this RFP or the Contract must be clearly identified in the Executive Summary of the technical proposal.** A proposal that takes exception to these terms may be rejected.

1.23 Proposal Affidavit

A completed Bid/Proposal Affidavit must accompany the proposal submitted by an Offeror. A copy of this Affidavit is included as Attachment B of this RFP.

1.24 Contract Affidavit

All Offerors are advised that if a contract is awarded as a result of this RFP, the successful Offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit must be provided within five (5) business days of notification of proposed contract award.

1.25 Arrearages

By submitting a response to this RFP, each Offeror represents that it is not in arrears in the payment of any obligations due and owing the State of Maryland, including the payment of taxes

and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

1.26 Procurement Method

This contract will be awarded in accordance with the Competitive Sealed Proposals process under COMAR 21.05.03.

1.27 Verification of Registration and Tax Payment

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential Offeror complete registration prior to the due date for receipt of proposals. An Offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful Offeror from final consideration and recommendation for contract award.

1.28 False Statements

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- (a) In connection with a procurement contract, a person may not willfully:
- Falsify, conceal, or suppress a material fact by any scheme or device;
 - Make a false or fraudulent statement or representation of a material fact; or
 - Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- (b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- (c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

1.29 Electronic Fund Transfer

By submitting a response to this solicitation, the Offeror agrees to accept payments by electronic funds transfer unless the State Comptroller's Office grants an exemption. The selected Offeror shall register using the form COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form. Any request for exemption must be submitted to the State Comptroller's Office for approval at the address specified on the COT/GAD X-10 form and must include the business identification information as stated on the form and include the reason for the exemption. The COT/GAD X-10 form is included as Attachment M and can be downloaded at the following URL: <http://compnet.comp.state.md.us/gad/pdf/GADX-10.pdf>

1.30 Living Wage Requirements

A solicitation for services under a State contract valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland. Additional information regarding the State's Living Wage requirement is contained in this solicitation (see Attachment H entitled Living Wage Requirements for Service Contracts). If the Offeror fails to submit and complete the Affidavit of Agreement, the State may determine an Offeror to be not responsible.

Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$11.72 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, an Offeror shall pay each covered employee at least \$8.81 per hour. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State. The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel, and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State contract pursuant to §18-102 (d) shall assign the tier based upon where the recipients of the services are located.

The contract resulting from this solicitation will be deemed to be a Tier 1 contract or a Tier 2 contract depending on the location(s) from which the contractor provides 50% or more of the services. If the contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the contract will be a Tier 1 contract. If the contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the contract will be a Tier 2 contract. If the contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. The Offeror must identify in their proposal the location(s) from which services will be provided.

The Maryland Department of Labor, Licensing, and Regulation is responsible for establishing the wage rates and ensuring compliance with the laws. General information on the Living Wage Law is available on the DLLR website: <http://www.dllr.state.md.us/> Richard Avallone, program manager of the Employment Standards Unit, may be reached at (410) 767-2358 or ravallone@dllr.state.md.us. Questions regarding the application of the Living Wage Law relating to a particular procurement should be directed to the procurement officer named in the solicitation.

1.31 Prompt Payment to Subcontractors

This procurement and the contract to be awarded pursuant to this solicitation are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Minority Affairs and dated August 1, 2008. Promulgated pursuant to Sections 11-201, 13-205(a), and Title 14, Subtitle 3 of the State Finance and Procurement Article (SFP), and Code of Maryland Regulations (COMAR) 21.01.01.03 and 21.11.03.01 et seq., the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The successful Offeror who is awarded a contract must comply with the prompt payment requirements outlined in the Contract, §28 (see Attachment A). Additional information is available on the GOMA website at http://www.mdminoritybusiness.com/documents/PROMPTPAYMENTFAQs_000.pdf.

SECTION 2 – MINIMUM QUALIFICATIONS

Offerors shall clearly demonstrate and document within the Executive Summary of their technical proposal that, as of the proposal due date, the Offeror meets the following Minimum Qualifications. The Executive Summary shall include reference to the page number(s) in the proposal where such evidence can be found.

2.1 Minimum Corporate Qualifications

Offeror shall have three (3) years experience in the management of a certified or accredited community-based and/or correctional-based substance abuse treatment program.

2.2 Minimum Staff Qualifications

All staff performing under this contract must meet the licensing and certification requirements contained in the Code of Maryland Regulations and the Health Occupations Article of the Maryland Annotated Code. COMAR Title 10, Subtitle 47, Chapter 1, Section .06 entitled “Staff Requirements”

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SECTION 3 – SCOPE OF WORK

3.1 Purpose and Background

- 3.1.1 The State requires one or more Contractors to provide substance abuse treatment services within the confines of specified correctional institutions of the Maryland Division of Pretrial Detention and Services (DPDS) as well as the Division of Correction (DOC).
- 3.1.2 The programs envisioned by the Department are to be modified therapeutic communities. In a correctional environment, compliance with COMAR 10.47.01.04 (Clinical Requirements) is not possible in terms of number of hours of service per week. Nor is the traditional therapeutic community concept of peer led and peer enforced treatment and behaviors appropriate. However, program participants will be housed together, and to the extent possible, separated from the rest of the inmate population at the institutions.
- 3.1.3 Dealing with a criminal justice population requires treatment programs suited in content and modality to this population. Offerors will be expected to operate programs that conform to the “what works” literature (National Institute on Drug Abuse “Principles of Drug Abuse Treatment for Criminal Justice Populations: A research-based Guide.” NIH Publication No. 06-5316. September 2006 American Correctional Association “Performance-Based Standards for Therapeutic Communities” Aug 2005), and to achieve and maintain compliance with the Correctional Program Checklist (CPC, Latessa). The philosophy of the Department is to operate “drug free” programs; however it is possible that an inmate in these programs may be dually treated with an opioid detoxification treatment program with the Department to include Methadone or Buprenorphine.
- 3.1.4 The Department realizes that a prison environment is highly structured and does not simulate life in the community such as the inmate will confront on release. Thus, it is anticipated that program participants will require further treatment following release to the community. As the Department envisions that a substantial number of the program participants will be released directly to the community upon program completion, consideration should also be given to discharge planning and referral for community services.
- 3.1.5 This solicitation seeks services in five (5) correctional institution therapeutic community programs. These therapeutic community programs comprise the components of Substance Abuse Treatment Services System. The therapeutic community programs are:
 - 1. A 256-bed static capacity modified therapeutic community for men, known as Residential Substance Abuse Treatment (RSAT), within the Central Laundry Facility (CLF) located in Sykesville, Maryland.
 - 2. In accordance with the Regimented Offender Treatment Center (ROTC), a 100-bed static capacity modified therapeutic community for men located at Patuxent Institution in Jessup, Maryland.
 - 3. An 85-bed static capacity modified therapeutic community for men within the Maryland Correctional Training Center (MCTC) located in Hagerstown, MD.
 - 4. A 90-bed static capacity modified therapeutic community for men within the Metropolitan Transition Center (MTC) located in Baltimore, MD.
 - 5. A 75-bed static capacity modified therapeutic community for women within the Maryland Correctional Institute for Women (MCIW) located in Jessup, MD.

- 3.1.6 During the period beginning in the 1980s, Maryland spent more than \$500 million to expand prison beds within its correctional system. Even with these expenditures of public funds directed to house an ever-increasing inmate population, Maryland's correctional system remains significantly over-crowded. In 1987, Maryland's prison population was 12,700; currently the number approaches 24,000 inmates. Since 1987, Maryland has experienced an increase in its female sentenced population of over 150% and an increase of approximately 70% in its male sentenced population. This trend has also resulted in corresponding strains on the State's efforts in community supervision with more than 13,000 inmates, many with serious substance use problems, leaving the Division of Correction each year. These trends are owed, in large part, to the magnitude of the substance abuse problem within this geographic area.
- 3.1.7 The Bureau of Justice Statistics reveals that approximately 62% of the federal population is incarcerated due to drug offenses. Over a 12-month period from 1993 to 1994, 35% of all criminal convictions by the Federal Courts were for drug offences. Figures provided by the Center for Substance Abuse Research (CESAR) have repeatedly reflected similar levels of substance abuse among arrestees in major American cities with Maryland being no exception.
- 3.1.8 In 1996, the DHMH and Department of Public Safety and Corrections Services (DPSCS) submitted a *Report on Alcohol and Drug Treatment of Inmates* to the Maryland General Assembly. Based on a review of the national literature and existing Maryland efforts, findings from the report indicate:
- Successful alcohol and drug treatment of offenders is cost effective and results in significant public safety benefits.
 - Incarceration provides an opportunity to reach a population that would most likely not otherwise enter alcohol abuse and drug abuse treatment.
 - Treatment is best targeted for the final phase of an inmate's sentence prior to the inmate's release.
 - To successfully impact the alcohol and drug-involved offender, the institutional and community phases of treatment must be linked.
 - A continuum of services is needed including community-based treatment, linked with supervision rules/sanctions, regular urine testing, and a range of support services (e.g. education, mental health, employment).
 - The longer offenders stay in treatment, the more likely they will be successful in terms of reduced crime, reduced drug usage, and increased employment.
 - Prison-based therapeutic environments, with well-defined programmatic structures, administrative support, a self-contained facility within the prison, and appropriate aftercare represent the most successful approach for most alcohol and drug involved inmates.
 - Ongoing research and evaluation must be conducted, reviewed, and applied to ensure the most effective treatment strategies are being used and to simultaneously minimize correctional and health care costs related to the alcohol and drug involved offender.
- 3.1.9 Under Secretary Maynard, the Department has adopted a treatment philosophy focused on successfully preparing offenders to return to their communities. As substance abuse

treatment has generally been cited as a primary tool in combating criminal behavior, such programs are at the heart of a Re-entry effort. The Department continues the process of increasing the compliment of addictions counselors it employs. These counselors deliver group therapy akin to an outpatient program over a six-month program utilizing the Addiction Treatment Protocol (ATP) developed in-house, but based on a Federal cognitive model. In accordance with the above findings, however, various intensities of treatment are required in order to be able to address the specific needs of the inmate. Thus, in addition to the group ATP treatment program, modified therapeutic communities are necessary for those inmates with more intensive substance abuse issues. These five TC programs were awarded in April 2006 to a vendor to provide substance abuse treatment targeted towards those inmates with more intensive substance abuse issues.

- 3.1.10 The Department will be increasing sites capacities at Maryland Correctional Training Center (MCTC), Patuxent ROTC Male Programs and the Maryland Correctional Institution for Women (MCIW). It will be continuing site capacity at the Central Laundry Facility (RSAT) and. In addition it will be adding a site at Metropolitan Transition Center (MTC). At all of these sites the Department will implement a continuum of substance abuse treatment services beginning with the administration of the Addiction Severity Index, to assess an inmate's level of addiction and subsequent treatment needs through a contracted assessment vendor via separate RFP.
- 3.1.11 The next component of the continuum to be addressed will be the need for substance abuse treatment services. For inmates with a moderately severe substance abuse problem, certified addictions counselors will provide substance abuse treatment similar to the treatment offered by outpatient substance abuse treatment providers in the community. This treatment will consist of each addictions counselor providing group counseling twice a week and individual counseling on a bi-weekly basis. The curriculum for the counseling sessions will be one based upon cognitive restructuring and teaching social learning skills. These ATP services will be offered at MCIJ, MCTC and MCIW by DPSCS Staff.
- 3.1.12 For inmates with severe substance abuse problems, a contractual substance abuse provider will be selected through the state's procurement process to operate a substance abuse treatment modified therapeutic community. The scope of the services provided at each of the modified therapeutic community programs will also include coordination of mental health services at each facility as well as other ancillary services such as educational classes and vocational training.
- 3.1.13 The Residential Substance Abuse Treatment (RSAT) program:
 - 3.1.13.1 The Division of Correction (DOC) presently operates the RSAT program at the Central Laundry Facility. This previously federally funded program serves inmates approaching mandatory release with histories of severe substance use.
 - 3.1.13.2 Maryland's RSAT program was initiated in 1996. Since that time the program has expanded and become an integral part of the Department of Public Safety and Correctional Services' (DPSCS) substance abuse continuum of care system.
 - 3.1.13.3 Originally overseen by the Department of Parole and Probation Services, a decision by the Secretary of The Department Public Safety and Correctional

Services (DPSCS) transferred the management of RSAT to the Patuxent Institution in January 2001.

3.1.13.4 The program is also limited to those individuals who qualify for a minimum-security classification thus, precluding the referral of a significant number of inmates.

3.1.13.5 The combined program dynamic capacity is 256 inmates. All inmates served by the RSAT program are within 12 to 18 months of mandatory release and have been identified as having severe substance abuse histories as indicated by the Addictions Severity Index (ASI).

3.1.14 Maryland Correctional Institution for Women (MCIW) program:

3.1.14.1 The MCIW program was established to address the need at MCIW for a more intensive treatment alternative. It is the successor program to the Friends/MCIW Drug Treatment Project (the National Institute on Drug Abuse, or NIDA, grant) that was funded as part of the Patuxent Women's Project by the National Institute on Drug Abuse from 1995 through May 1999.

3.1.14.2 The program capacity is 75 inmates. All inmates served by the MCIW program are within 24 months of mandatory release and have been identified as having severe substance abuse histories as indicated by the Addictions Severity Index (ASI).

3.1.14.3 The NIDA grant showed that treatable problems with recurring criminal behavior and substance abuse that involve personality disorders and other psychological dysfunctions are very common within the MCIW population. The original NIDA grant showed that the application of a number of treatment principles led to a model that out-performed the traditional prison modified therapeutic community. The principles were:

- A clear focus on public safety in considering all treatment decisions and on effective teamwork with other MCI-W departments.
- Attunement to the particular needs of female inmates focusing on the unique pathways to crime that occur with women, trauma histories, and areas such as parenting and women's empowerment.
- Assessment guided treatment planning and delivery, which tailors services to the inmate's history, motivational level, mental health issues and criminality.
- Coordinated with other MCIW departments a dual-diagnosis focus that simultaneously addresses symptoms of criminality, psychological dysfunction, and substance abuse.
- An adequate intensity of treatment. The NIDA grant confirmed that the treatment effect in terms of reduced recidivism required a minimum of six months in treatment.
- Motivation enhancement. Research has shown that the Motivation Enhancement Therapy paradigm leads more people into successful treatment episodes.

- Separation of authority from clinical expertise for the purpose of encouraging the inmates to address authority issues.
- Ongoing professional training.

This project provided empirical evidence that measurable improvement within the MCIW sample could be obtained through applying a modified co-occurring disorder focus in treatment.

3.1.14.4 As of FY 2001 the legislature authorized the necessary funding to realize the required treatment intensity. A dedicated treatment team was established in July 2000, trained at Patuxent Institution, and up to April 2006 has delivered the treatment under Patuxent Institution supervision. Since that time a contractual vendor has operated WIT.

3.1.15 The Regimented Offender Treatment Center (ROTC) program:

3.1.15.1 The ROTC Program was initiated as a six-week residential program component for the Correctional Options Program for both men and women. The target population was violators being returned from the community in need of a treatment infusion to address relapse. However, the program evolved to be primarily populated by inmates leaving prison after extended confinement. As a result, a program change was recently adopted to extend the ROTC program to four months, with similar programming to RSAT. The program now services male inmates only.

3.1.15.2 The program capacity is 100 inmates. All inmates served by the ROTC program are within 12 to 24 months of mandatory release and have been identified as having severe substance abuse histories as indicated by the Addictions Severity Index (ASI).

3.1.15.3 This program is housed at Patuxent Institution.

3.1.16 The Maryland Correctional Training Center (MCTC) program:

3.1.16.1 To augment the services offered by the existing RSAT program at CLF, the DPSCS is requesting proposals for the continuum of a modified therapeutic community that is to incorporate many of the RSAT components. This program is to be located at the Maryland Correctional Training Center (MCTC) a medium security institution in Hagerstown, Maryland.

3.1.16.2 The program capacity is 85 inmates. All inmates served by the MCTC program are within 12 to 24 months of mandatory release and have been identified as having severe substance abuse histories as indicated by the Addictions Severity Index (ASI).

3.1.17 The Metropolitan Transition Center (MTC) program:

3.1.17.1 To continue to augment the services currently offered by modified Therapeutic Communities at the above locations, the DPSCS is requesting proposals for the establishment of an additional modified therapeutic community that is to

incorporate many of the RSAT components. This program is to be located at the Metropolitan Transition Center.

3.1.17.2 The program capacity is 90 inmates. All inmates served by the MTC program are within 12 to 24 months of mandatory release and have been identified as having severe substance abuse histories as indicated by the Addictions Severity Index (ASI).

3.1.17.3 The current contracted vendor intensive programs, such as RSAT, ROTC, MCTC and MCIW, are designed as modified Therapeutic Communities (TC). The central philosophy embodied in the TC design is that substance abuse is often symptomatic of underlying psycho/social problems. Central to this belief is the realization that substance abuse cannot be effectively addressed by focusing solely on the chemical dependency, but instead requires an approach designed to attend to all major aspects of the individual's lifestyle, criminogenic thinking and behavior. To address the disorder of addiction, the programs' philosophy is based on a number of premises:

- Drug/alcohol abuse and/or dependence are a disease that is associated with devastating psychosocial problems, including recurrent involvement with the criminal justice system.
- There exists a clear and obvious relationship between drug/alcohol abuse/dependency and crime.
- Substance abusing and/or dependent criminals who participate in prison-based treatment have a greater likelihood of success upon their release from prison.
- Treatment does not have to be voluntary in order to be effective.
- The focus of treatment using a therapeutic community model is global. It emphasizes the application of cognitive-behavioral techniques, modeling and behavior modification in order to develop a reasonable drug-free lifestyle.
- The therapeutic community milieu allows for the development and demonstration of positive, pro-social attitudes and behaviors in response to the types of stressors, interactions, and rewards faced by the individual in the "real world."

3.1.17.4 The mission of the various TC programs is to enhance the public safety through the treatment of substance abusing and/or dependent inmates. In stressing remediation, cognitive restructuring and the development of pro-social values, the program provides the participants with the "tools" to return to the community as drug-free, responsible, and productive members of society. As important, is the program's role in assessing the inmates' need, upon release, for continued monitoring and support in the community in order to reduce the risk to the inmate and the community-at large.

3.1.18 Inmate Assessment

The Department currently has a contract with a vendor who performs screening and assessments on inmates across the majority of DOC institutions and the interpretation of specified clinical instruments to measure the level of need and suitability for treatment. It is expected that the five modified TC providers will have to perform a minimal amount of screenings and assessments annually.

3.2 General Requirements

3.2.1 STAFF PRESERVICE REQUIREMENTS

- 3.2.1.1 The Contractor shall provide the Agency with all federal, state and local licenses, certificates, registrations, cooperative agreements and specialty board certifications or notices of eligibility for certification, that are legally required for an employee or subcontractor:
 - 3.2.1.1.1 Prior to the performance of any services under the contract
 - 3.2.1.1.2 Within one month of the renewal date of the credential.
 - 3.2.1.1.3 Within 90 days of a new employee's start date.
- 3.2.1.2 Prior to employment or at any other time, the Offeror shall, upon the Agency's request, have each of its employees and those of a subcontractor who provide services under this contract supply the Agency with the employee's Social Security Number, date of birth, fingerprints and any other data which the Agency may require to conduct a criminal history check.
- 3.2.1.3 The Contractor's staff performing services shall be required to undergo a security orientation conducted by the Warden or his/her designee of each institution. This orientation will not exceed 32 total hours, and must be completed within 90 days of a new employee's start date.
- 3.2.1.4 The Contract Manager or designee shall approve all Program Directors and Clinical Supervisors before they begin employment in those positions. Prospective resumes and licenses shall be faxed directly to the Contract Manager or designee.
- 3.2.1.5 All staff working for the Contractor under this contract shall have the appropriate MD Board of Professional Counselors and Therapist licensure and/or certification for their position. If a staff does not have the appropriate licensure within 90 days of beginning employment, the Department will remove from and refuse admittance to any Agency facility the staff is providing services under this Contract without incurring penalty or cost for exercising this right.

3.2.2. INSTITUTIONAL ACCESS/SECURITY

- 3.2.2.1 The Agency may, at its sole discretion, remove from or refuse admittance to any Agency facility any person providing services under this Contract without incurring penalty or cost for exercising this right.
- 3.2.2.2 The Contractor shall be responsible for assuring that the services that the person so removed or denied access are delivered.
- 3.2.2.3 The Contractor, its employees and the on-site employees of its subcontractors shall know and follow all of the security regulations of the Agency and the facilities.
- 3.2.2.4 Violation of the security regulations by the Contractor or any of its subcontractors is sufficient cause to terminate the contract for default.

3.2.3. PROGRAM REQUIREMENTS

3.2.3.1 All modified therapeutic community programs shall meet all requirements for staffing and services contained in COMAR, Title 10, Subtitle 47 pertaining to intensive outpatient services. In the event of discrepancy on staffing and service requirements between COMAR and this RFP, COMAR requirements shall control.

3.2.3.2 The Residential Substance Abuse Treatment (RSAT) program:

3.2.3.2.1 Operation of a 256 bed modified therapeutic community for male inmates at CLF.

3.2.3.2.2 Admission cycles shall be on a monthly basis for the program. Program duration is six (6) months with rotating cycles.

3.2.3.2.3 Inmate characteristic data is contained in Attachment G.

3.2.3.3 The Regimented Offender Treatment Center (ROTC) program:

3.2.3.3.1 The operation of a 100-bed modified therapeutic community for male inmates at Patuxent Institute.

3.2.3.3.2 Admission cycles shall be on a monthly basis for the program. Program duration is four (4) months for ROTC with rotating cycles.

3.2.3.3.3 Inmate characteristic data is contained in Attachment H.

3.2.3.4 Maryland Correctional Institution for Women (MCIW) program:

3.2.3.4.1 Operation of a 75-bed modified therapeutic community to treat substance abuse needs for women.

3.2.3.4.2 Eligible inmates will be those with at least two (2) years remaining on their sentence, who need intensive substance abuse treatment.

3.2.3.4.3 Admission cycles shall be on a monthly basis for the program. Program duration is six (6) months for MCIW with rotating cycles.

3.2.3.4.4 MCIW is a multi level security facility for adult women. MCIW receives all adult female inmates serving sentences of six months to life.

3.2.3.4.5 Inmate characteristic data is contained in Attachment I.

3.2.3.5 The Maryland Correctional Training Center (MCTC) program:

3.2.3.5.1 Operation of a 75-bed modified therapeutic community with treatment cycles to be 6-months in duration to address the moderately severe to severe substance abuse offender. Characteristically, inmates housed at MCTC may arrive to that facility either from the Maryland Reception Diagnostic and Classification Center (MRDCC) or as transfers from other DOC institutions.

3.2.3.5.2 Referrals will be initiated by DOC Case Managers utilizing ASI scores to determine eligibility for the program.

3.2.3.5.3 Inmate characteristic data is contained in Attachment J.

3.2.3.6 The Metropolitan Transition Center (MTC) program:

3.2.3.6.1 Admission cycles shall be on a monthly basis for the program. Operation of a 90 bed modified therapeutic community with treatment cycles to be 6 months in duration with rotating cycles.

3.2.3.6.2 Inmate characteristic data is contained in Attachment K.

3.3 Specific Requirements

3.3.1 In addition to substance abuse treatment, the program must be prepared to address the anti-social personality disorders so prevalent in the criminal justice population.

3.3.2 ***The Residential Substance Abuse Treatment (RSAT) program:***

3.3.2.1 The following program goals and objectives apply to all five programs:

- To maintain a therapeutic environment that emphasizes compliance with institutional rules and program parameters.
- To deliver a set of services designed to stabilize the substance abusing and/or dependent inmate and to address their remediation needs.
- To provide a therapeutic environment utilizing proven and accepted cognitive-behavioral and behavior modification techniques.

- To maintain a drug-free environment.
- To conduct an on-going risk and needs assessment of inmates participating in the program.
- To institute a re-entry preparation program to minimize the probability of relapse or recidivism.
- To operate the Program in compliance with the principles and procedures established in the “What Works” literature, as measured by the Correctional Program Checklist © (CPC) audits.

3.3.2.2 Treatment Process: The anticipated treatment process is divided into a number of loosely defined phases. Movement through these phases is dictated by a combination of time and treatment responsiveness.

3.3.2.2.1 Orientation – During the first 10 days following admission into the program, the inmate undergoes an orientation process. At that time the inmate is assigned to a treatment team who is responsible for performing additional data collection and evaluation. This process involves the following:

- A structured interview to gather pertinent demographic and clinical information related to criminal and substance abuse history.
- Completion of the Alcohol and Drug Abuse Administration’s (ADAA) *Substance Abuse Management Information System* (SAMIS) form and entered into the *State of Maryland Automated Record Tracking* (SMART) System.
- Completion of forms and entering similar information into SMART.
- Development of a Treatment Plan that specifies the treatment focus, the objectives and actions to be taken during the inmate’s stay in the program.

3.3.2.2.1.1 The inmates participate in an orientation program that is designed to provide them with an understanding of the program’s structure and expectations. Held in a group, the inmates are familiarized with the rules and procedures of the program. The inmate also signs a required Program Acknowledgement Form and Program Contract. Following these preliminary meetings, the remainder of the orientation period is dedicated to the gathering of information pertinent to the development of a treatment plan and completion of any administrative documents.

3.3.2.2.2 Phase I – During Phase I, inmates are randomly assigned to a cycle sub-groups. In addition to the Orientation, Phase I includes a careful evaluation of the inmate’s needs, as well as participation in various treatment groups. Inmates are to receive 15+ hours of treatment and staff contact per week; no institutional work assignments are made during this phase. Modules utilize a cognitive-behavioral format and include role-playing and homework exercises. Participants are to be limited to a maximum of 15 members unless a large group format is specified.

3.3.2.2.2.1 During this phase the Contractor is required to deliver the following modules or comparable modules:

- Thinking for a Change: This group focuses on problem solving augmented by cognitive restructuring and social skills development. The format for this group is a prepackaged program developed by Bush, Glick, and Taymans (1997) for the National Institute of Corrections. Primarily intended for large group didactic presentations with small group discussions.
- Social & Family Issues Group: This group is designed to provide the inmate with an overview of many of the skills and strategies associated with successful interpersonal relationships, emphasizing communications strategies, self-esteem, and dealing with peer pressure.
- Relapse Prevention: The group emphasizes the cognitive/behavioral model for relapse prevention. This group is designed for the inmate to identify and manage environmental cues and cognitive warning signs that may increase the likelihood of relapse. Primarily intended for large group didactic presentations with small group discussions.
- Anger Management: Utilizing the *Cage Your Rage* programming, the group assists inmates in recognizing anger and aggressive behaviors. Primarily intended for large group didactic presentations with small group discussions.
- Victim Impact Class: Based on a program developed in cooperation with MADD, the focus of the group is to help inmates understand the impact of their crimes on victims and communities. The classes are designed to address a wide variety of criminal behaviors. Primarily intended for large group didactic presentations with small group discussions.
- Employment Readiness: The program is intended to help inmates develop the skills necessary to find gainful employment upon their release from prison. Primarily intended for a small group format.
- HIV Education: This class consists of 2-3 groups that are designed to teach inmates about the transmission and health implication of HIV. Primarily designed for a large group format.
- Community Group: Three times per week meeting delivered in the inmate living areas. Designed to fulfill the function of addressing administrative issues and to foster a positive living environment.

3.3.2.2.3 Phase II – Before entering Phase II after approximately 4 months participation in Phase I, inmates undergo additional assessment

designed to measure their level of motivation for change and their degree of benefit from services provided. Based upon this assessment process, 25 inmates are assigned to institutional jobs by Case Management. These inmates receive the determined rate of diminution credits as defined by the specific job (up to 10 days per month). Their treatment activities are scheduled for the evenings so as to not interfere with their job assignments. Participation in longer-term groups such as Thinking for a Change and Victim Impact continues.

3.3.2.2.3.1 In addition, participation in the following group is required:

- Community Re-Entry Group: This group provides inmates with the resources available to them in the areas in which they will eventually reside upon leaving prison. Inmates are expected to develop a comprehensive home plan.

3.3.2.2.4 Discharge – The discharge process from the program fulfills a dual purpose in documenting the inmate’s progress and level of service needs and in providing risk assessment information that may provide additional guidance in regards to the degree of supervision needed by the inmate. Prior to completion of the program the Contractor will be expected to compile available historic and progress information on the inmate. This information includes but is not restricted to:

- Pre-admission ASI scores
- Substance abuse/dependency history
- Significant prior treatment history
- Rating of group progress in assigned modules
- Clinical observation ratings

3.3.2.2.4.1 The information is to be consolidated using a *Discharge Summary form*. Once this form is reviewed and approved, the Discharge Summary is forwarded to DPP with a copy maintained as a permanent entry in the inmate’s file. In addition the information will be entered into the SMART system.

3.3.2.2.5 Staffing – Patient to alcohol and drug counselor ratio is not to exceed 15 patients for one full time alcohol and drug counselor. In order to adequately address the treatment needs of RSAT inmates in treatment, it is required that the complement of treatment staff include certified or licensed addictions counselors. In addition, these clinicians must be appropriately supervised per regulation. The addictions counselors must comply with Code of Maryland Regulations 10.58.07, which require that all addictions counselors be certified.

All staff will be required to successfully undergo a DPSCS background check prior to beginning employment. All staff will complete an

Institution/security orientation as required by the Warden or his/her designate.

3.3.2.2.6 Drug Testing – The Contractor is to include an appropriate schedule for drug testing. This schedule is to be randomized but allow for an approximate frequency for urine testing of 1 time per month. Presently, RSAT funds contract Redwood Laboratory for drug testing. This or a comparable contract is to be maintained by the Offeror.

3.3.2.2.7 Assessment & Eligibility Criteria – Assessment for TC program eligibility is performed at the inmate's home institution with the assessment process being initiated by Case Management based on the program's admission guidelines. Preliminary suitability for referral to a TC program is determined by the criteria of:

- Maryland residency
- Inmate is not incarcerated for a life or life without parole sentence
- No outstanding warrants or detainers appear on the inmate's record
- The inmate has been free of Category One or Two infractions for a period no less than 12 months and has not had more than 120 days of disciplinary segregation imposed for one year prior to the review process
- The inmate is not better suited by another DPSCS treatment program

3.3.2.2.7.1 Addiction Severity Index (ASI) scores determine suitability for treatment. Inmates scoring a higher level of treatment need based upon their ASI score are considered eligible. The admission ASI scoring range is subject to change at the discretion of the contract manager, or designee. The combined effects of the case management review and assessment process is to target a population of inmates who:

- Have a history of substance abuse/dependency, as determined by the Addictions Severity Index (ASI)
- Are not better suited to another of the DPSCS treatment programs
- Are either immediately ready for release from prison following the six months of residential treatment, or those who will be released after a brief period of work release in a pre-release facility
- Reside in Maryland after release from prison
- Are not sentenced to life imprisonment, nor those with a sentence of life without parole
- Have histories of appropriate institutional adjustment

3.3.2.2.7.2 Once Traffic Management has determined that the inmate is eligible for the program, the assigned case management specialist is notified of the inmate's acceptance or rejection

for the program. If accepted, the case management specialist schedules the inmate for a cycle by entering the required information in the OBSCIS I reservation screen.

3.3.2.3 Additional Requirements:

- 3.3.2.3.1 Pre-Post Testing – The Contractor will be required to establish and maintain a system for pre-post testing designed to assess treatment effectiveness. This system is to include a minimum of the pre-post administration of the Criminal Sentiment Scale – Modified (CSS-M) or other public domain instrument able to be administered in a group setting to be designated by the Contract Manager or designee. Data is to be maintained in an appropriate data base utilizing either SPSS or Excel and available upon the Contract Manager or Designees request. All data collected is considered property of DPSCS with any publication of the data by the Offeror requiring prior approval of the DPSCS Research Committee or the Secretary.
- 3.3.2.3.2 SMART database – the State of Maryland made provision through their substance abuse treatment system for providers of services to participate in an electronic, consent-based, case management information system. The system, known as SMART, is actively being used by the substance abuse treatment and probation and parole supervision systems. Designed to provide information in a timely manner, SMART allows for the sharing of information across agencies, matching client needs with services, managing services, tracking progress, and discharge planning. The Offeror will be required to maintain the necessary current entries into the SMART database.
- 3.3.2.3.3 SAMIS – The State maintains monthly reporting for participation in substance abuse treatment. The Substance Abuse Management Information Systems (SAMIS) must be completed for each inmate, every month, and submitted electronically according to ADAA/SAMIS guidelines. In order to complete the SAMIS reporting, each inmate's assessment data must be input into the SMART networked database. This includes the full data for the inmate's ASI.
- 3.3.2.3.4 Intra-and Inter-agency Communication – At the point of discharge, certain information must be communicated within the Department, to various agencies that documents the inmate's entry into, and completion of the Program. The specific documentation that must be completed includes:
 - a. Individual memos and certificates for each inmate that documents satisfactory completion of the Program
 - b. Mass memo on the entire cycle that documents completion
 - c. Mass request for Special Conditions to be attached to each inmate's release orders
 - d. Mass memo to P&P that alerts P&P to an inmate's need for supervision, dependent upon each inmate's date of release

3.3.2.3.5 Licensure – Existing programs are currently licensed by the State’s Alcohol and Drug Abuse Administration (ADAA), and the Contractor will be required to maintain the licensure and meet the ADAA requirements, as specified in COMAR. New programs shall comply with the ADAA requirements and obtain licensure. Regular surveys will be conducted by ADAA to ensure compliance with all of the licensing requirements, and each unit must be found to be in compliance by the ADAA audit team.

3.3.2.3.5.1 Any administrator for any program, any clinical director, any on-site clinical supervisor, and any clinical staff as defined in COMAR 10.47.01.02, shall meet the qualifications for the respective positions and possess the necessary certification or licensure as set forth in COMAR 10.47.01.06.

3.3.2.3.5.2 Additionally, each program shall have the ability to recognize and co-ordinate services for inmates with mental health issues by liasoning to Institutional Psychology Staff. The program is not responsible for providing psychological services, psychiatric services or medications associated with mental illness.

3.3.2.3.5.3 The Contractor is required to maintain a direct liaison with mental health staff located at the institution.

3.3.2.3.6 Correctional Program Checklist (CPC) – To insure the use of accepted and best practices, the Contractor will be subject to scheduled inspections by a team trained in program assessment utilizing the CPC developed by Latessa. The Contractor will be responsible to provide a remedy plan to address any program deficits noted as a result of this assessment process.

3.3.2.4 Performance Criteria:

3.3.2.4.1 The Contractor will document that each inmate receives 15 hours of direct staff interactive service per week.

3.3.2.4.2 Each inmate will have their intake data collected, including full ASI, SAMIS, SMART admission, and other admission data within 7 calendar days of admission to the program.

3.3.2.4.3 Each inmate’s clinical file will adhere to COMAR standards with an accuracy level of 95%.

3.3.2.4.4 All required data submission to SAMIS and SMART will be completed within the required time period and with a maintained accuracy level of 99%.

3.3.2.4.5 Within five (5) working days of the beginning of each month, the Offeror will provide a report to the assigned contract manager. This

report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:

- Location of Service Provision
- Average Daily Census
- Highest Daily Census
- Admissions
- Completions
- Discharges & Reasons
- # Urinalysis Performed & # Positive
- Staff Roster, Current Staffing, & Percentage
- Monthly and YTD Staff Turnover Rates
- Monthly Direct & Indirect Service Hour Totals

3.3.2.4.6 By noon of the last business day of the week, the Contractor shall provide a report showing the census level for that week. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:

- Location of service provision
- Weekly census
- Projected monthly completions

3.3.2.4.7 These reports may be filed electronically in a format designed by the Contract Manager or Designee. They are subject to change at the discretion of the DPSCS. See Attachment O for templates.

3.3.2.5 Failure to Perform:

3.3.2.5.1 When the Agency determines that the Contractor has failed to comply with the requirements of this RFP, the contract, and the Contractor's technical proposal, the Contractor shall be required to submit a corrective action plan within 5 days of receipt of the notice of noncompliance.

3.3.2.5.2 The corrective action plan shall specify a date by which the correction will be implemented.

3.3.2.5.3 The Agency requires that the Contractor will maintain a staffing level of at least 95% of the total staff hours proposed in the response to this RFP.

3.3.3 *The Regimented Offender Treatment Center (ROTC) program:*

3.3.3.1 Program goals and objectives (Ref. Section 3.3.2.1).

3.3.3.2 Treatment Process: The anticipated treatment process is divided into a number of loosely defined phases. Movement through these phases is dictated by a combination of time and treatment responsiveness.

3.3.3.2.1 Orientation Process – During the first 10 days following admission into the ROTC program, the inmate undergoes an orientation process. At that time the inmate is assigned to a treatment staff member who is responsible for performing additional data collection and evaluation. This process involves the following:

- A structured psycho-social interview to gather pertinent demographic and clinical information related to criminal and substance abuse history.
- Completion of the Alcohol and Drug Abuse Administration's (ADAA) *Substance Abuse Management Information System* (SAMIS) form and entered into the *State of Maryland Automated Record Tracking (SMART)* System.
- Development of a Treatment Plan that specifies the treatment focus, the objectives and actions to be taken during the inmate's stay in the program.

Inmates participate in an orientation program that is designed to provide them with an understanding of the ROTC program's structure and expectations. Held in a group, the inmates are familiarized with the rules and procedures of the program and of the Patuxent Institution. The inmate also signs a required Program Acknowledgement Form and Program Contract. Following these preliminary meetings, the remainder of the orientation period is dedicated to the gathering of information pertinent to the development of a treatment plan and completion of any administrative documents.

3.3.3.2.2 Phase I – During Phase I, inmates are assigned to one of three possible cycle sub-groups. Group assignments are made based upon inmate needs or deficits. In addition to the Orientation, Phase I includes a careful evaluation of the inmate's needs, as well as participation in various treatment groups. Inmates are to receive 15+ hours of treatment and staff contact per week. Modules utilize a cognitive-behavioral format and include role-playing and homework exercises. Participants are to be limited to a maximum of 15 members unless a large group format is specified. During this phase the Contractor is required to deliver the following modules or comparable modules:

- Thinking for a Change: This group focuses on problem solving augmented by cognitive restructuring and social skills development. The format for this group is a prepackaged program developed by Bush, Glick, and Taymans (1997) for the National Institute of Corrections. Primarily intended for large group didactic presentations with small group discussions.
- Social & Family Issues Group: This group is designed to provide the inmate with an overview of many of the skills and strategies

associated with successful interpersonal relationships, emphasizing communications strategies, self-esteem, and dealing with peer pressure.

- Relapse Prevention: The group emphasizes the cognitive/behavioral model for relapse prevention. This group is designed for the inmate to identify and manage environmental cues and cognitive warning signs that may increase the likelihood of relapse. Primarily intended for large group didactic presentations with small group discussions.
- Anger Management: Utilizing the *Cage Your Rage* programming, the group assists inmates in recognizing anger and aggressive behaviors. Primarily intended for large group didactic presentations with small group discussions.
- Victim Impact Class: Based on a program developed in cooperation with MADD, the focus of the group is to help inmates understand the impact of their crimes on victims and communities. The classes are designed to address a wide variety of criminal behaviors. Primarily intended for large group didactic presentations with small group discussions.
- HIV Education: This class consists of 2-3 groups that are designed to teach inmates about the transmission and health implication of HIV. Primarily designed for large group format.
- Community Group: Three times per week meeting delivered in the inmate living areas. Designed to fulfill the function of addressing administrative issues and to foster a positive living environment.

3.3.3.2.3 Phase II – Before entering Phase II after approximately 2 months participation in Phase I, inmates undergo additional assessment designed to measure their level of motivation for change and their degree of benefit from services provided. Participation in the following group is required:

- Thinking for a Change: This will be a continuation of the module that was begun in Phase 1.
- Community Re-Entry Group: This group provides inmates with the resources available to them in the areas in which they will eventually reside upon leaving prison. Inmates are expected to develop a comprehensive home plan.
- Transition Planning: This group is designed as an opportunity to practice the skills and to integrate the material from the modules.

3.3.3.2.4 Discharge – The discharge process from the ROTC program fulfills a dual purpose in documenting the inmate's progress and level of service needs and in providing risk assessment information that may provide additional guidance in regards to the degree of supervision needed by the inmate. Prior to completion of the program the Offeror will be expected to compile available historic and progress information on the inmate. This information includes but is not restricted to:

- Pre-admission ASI scores
- Substance abuse/dependency history

- Significant prior treatment history
- Rating of group progress in assigned modules
- Clinical observation ratings

The information is to be consolidated using a *Discharge Summary form*. Once this form is reviewed and approved, the Discharge Summary is forwarded to DPP with a copy maintained as a permanent entry in the inmate's file. In addition the information will be entered into the SMART system.

- 3.3.3.2.5 Staffing – Patient to alcohol and drug counselor ratio is not to exceed 15 patients for one full time alcohol and drug counselor. In order to adequately address the treatment needs of ROTC inmates it is required that the complement of treatment staff include certified or licensed addictions counselors. In addition, these clinicians must be appropriately supervised per regulation. The addictions counselors must comply with Code of Maryland Regulations 10.58.07, which require that all addictions counselors be certified.

All staff will be required to successfully undergo a DPSCS background check prior to beginning employment. All staff will complete an Institution/security orientation as required by the Warden or his/her designee.

- 3.3.3.2.6 Drug Testing – Presently the Patuxent Institution maintains a contract for urinalysis testing; Urine testing of ROTC inmates is factored into this contract. The Contractor will be required to establish a schedule for urinalysis testing which test each inmate randomly but approximately 1 every 2 weeks.

- 3.3.3.2.7 Assessment – Assessment for ROTC program eligibility is performed at the inmate's home institution with the assessment process being initiated by Case Management based on the program's admission guidelines. Preliminary suitability for referral to the ROTC program is determined by the criteria of:

- Maryland residency
- Inmate is not incarcerated for a life or life without parole sentence
- No outstanding warrants or detainers appear on the inmate's record
- The inmate has been free of Category One or Two infractions for a period no less than 12 months and has not had more than 120 days of disciplinary segregation imposed for one year prior to the review process
- The inmate is not better suited to another DPSCS treatment program

- 3.3.3.2.7.1 The assessment process is conducted at the inmate's home institution with the administration of the ASI to determine the inmate's suitability for treatment. Inmates scoring a higher level of treatment need based upon their ASI score are considered eligible. The admission ASI scoring range

is subject to change at the discretion of the contract manager, or designee. The combined effects of the case management review and assessment process is to target a population of inmates who:

- Have a history of, and assessment measured criminal sentiments
- Have a history of substance abuse/dependency, as determined by the Addictions Severity Index (ASI)
- Do not appear to pose a significant risk for violence recidivism
- Are not better suited to another of the DPSCS treatment programs (ROTC's focus is on the inmate with criminal sentiments who also has substance abuse problems)
- Are either immediately ready for release from prison following the six months of residential treatment, or those who will be released after a brief period of work release in a pre-release facility
- Reside in Maryland after release from prison
- Are not sentenced to life imprisonment, nor those with a sentence of life without parole
- Have histories of appropriate institutional adjustment

3.3.3.2.7.2 Once Traffic Management has determined that the inmate is eligible for the program, the assigned case management specialist is notified of the inmate's acceptance or rejection for the program. If accepted, the case management specialist schedules the inmate for a cycle by entering the required information in the OBSCIS I reservation screen.

3.3.3.3 Additional Requirements:

3.3.3.3.1 Pre-Post Testing – The Offeror will be required to establish and maintain a system for pre-post testing designed to assess treatment effectiveness. This system is to include a minimum of the pre-post administration of the Criminal Sentiment Scale – Modified (CSS-M) or other public domain instrument able to be administered in a group setting to be designated by the Contract Manager or designee. Data is to be maintained in an appropriate data base utilizing either SPSS or Excel and available upon the Contract Manager or Designees request. All data collected is considered the property of DPSCS. The Offeror must obtain prior approval of the DPSCS Research Committee or the Secretary with before publishing any of the data, or conclusions derived from the data.

3.3.3.3.2 SMART Database – the State of Maryland made provision through their substance abuse treatment system for providers of services to participate in a consent-based, case management information system. The system, known as SMART, is actively being used by the substance abuse treatment and the P&P systems. Designed to provide information in a

timely manner, SMART allows for the sharing of information across agencies, matching client needs with services, managing services, and tracking progress. The Contractor will be required to maintain the necessary current entries into the SMART database.

3.3.3.3.3 SAMIS – The State maintains monthly reporting for participating in substance abuse treatment. The Substance Abuse Management Information System (SAMIS) must be completed for each inmate, every month, and submitted electronically according to ADAA/SAMIS guidelines. In order to complete the SAMIS reporting, each inmate's assessment data must be input into the SMART networked database. This includes the full data for the inmate's ASI.

3.3.3.3.4 Intra-and Inter-Agency Communication – At the point of discharge, certain information must be communicated within the Department. This information documents the inmate's admission into, and completion of the Program. The specific documentation that must be completed includes:

- Individual memos and certificates for each inmate that documents satisfactory completion of the Program
- Mass memo on the entire cycle that documents completion
- Mass request for Special Conditions to be attached to each inmate's release orders
- Mass memo to P&P that alerts P&P to an inmate's need for supervision, dependent upon each inmate's date of release

3.3.3.3.5 Licensure – Existing programs are currently licensed by the State's Alcohol and Drug Abuse Administration (ADAA), and the Contractor will be required to maintain the licensure and meet the ADAA requirements, as specified in COMAR. New programs shall comply with the ADAA requirements and obtain licensure. Regular surveys will be conducted by ADAA to ensure compliance with all of the licensing requirements, and each unit must be found to be in compliance by the ADAA audit team.

Any administrator for any program, any clinical director, any on-site clinical supervisor, and any clinical staff as defined in COMAR 10.47.01.02, shall meet the qualifications for the respective positions and possess the necessary certification or licensure as set forth in COMAR 10.47.01.06.

Additionally, each program shall have the ability to recognize and refer inmates with mental health issues to appropriate institutional Departments. The program is not responsible for psychological services, psychiatric services or medications associated with mental illness.

3.3.3.3.6 Correctional Program Checklist (CPC) – To insure the use of accepted and best practices, the Offeror will be subject to scheduled inspections by a team trained in program assessment utilizing the CPC developed

by Latessa. The Contractor will be responsible to provide a remedy plan to address any program deficits noted as a result of this assessment process.

3.3.3.5 Performance Criteria:

- 3.3.3.5.1 The Contractor will document that each inmate receives 15 hours of direct interactive staff service per week.
- 3.3.3.5.2 Each inmate will have their intake data collected, including full ASI, SAMIS, HATS / SMART admission, and other admission data within 7 calendar days of admission to the program.
- 3.3.3.5.3 Each inmate's clinical file will adhere to COMAR standards with an accuracy of 95%.
- 3.3.3.5.4 All required data submission to SAMIS and HATS will be completed within the required time period and with a maintained accuracy level of 99%.
- 3.3.3.5.5 Within five (5) working days of the beginning of each month, the Offeror will provide a report to the assigned contract manager. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:
 - Location of Service Provision
 - Average Daily Census
 - Highest Daily Census
 - Admissions
 - Completions
 - Discharges & Reasons
 - # Urinalysis Performed & # Positive
 - Staff Roster, Current Staffing, & Percentage
 - Monthly and YTD Staff Turnover Rates
 - Monthly Direct & Indirect Service Hour Totals
- 3.3.3.5.6 By noon of the last business day of the week, the Contractor shall provide a report showing the census level for that week. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:
 - Location of service provision
 - Weekly census
 - Projected monthly completions
- 3.3.3.5.7 These reports may be filed electronically in a format designed by the Contract Manager or Designee. They are subject to change at the discretion of the DPSCS. See Attachment O for templates.

3.3.3.5.8 Failure to Perform: When the Agency determines that the Contractor has failed to comply with the requirements of this RFP, the contract, and the Contractor's technical proposal, the Contractor shall be required to submit a corrective action plan within 5 days of receipt of the notice of noncompliance.

3.3.3.5.8.1 The corrective action plan shall specify a date by which the correction will be implemented.

3.3.3.5.8.2 The Agency requires that the Contractor will maintain a staffing level of at least 95% of the total staff hours proposed in the response to this RFP.

3.3.4 ***Maryland Correctional Institution for Women (MCIW) program:***

3.3.4.1 Program goals and objectives (Ref. Section 3.3.2.1).

3.3.4.2 Treatment Services:

3.3.4.2.1 The Contractor must demonstrate how the principles shown in the NIDA grant will be included within a modified therapeutic community program that addresses changing negative patterns of thinking and behavior through:

- Individual and group counseling;
- Daily community meetings, where goals and objectives are reviewed, conflicts are resolved, and positive reinforcement are conveyed;
- Vocational and educational activities; and
- A curriculum aimed at changing cognition and behavior.
- Specialized services addressing the unique needs of a female population.
- The capacity to recognize and refer issues of dual diagnosis among a significant percentage of the participants.
- The capacity to diagnose and address issues of trauma related to the female population.
- It is also a requirement that the program provides high intensity substance abuse treatment services. The program must obtain certification by the Department of Health and Mental Hygiene in accordance with the standards for an Intensive Outpatient treatment program (COMAR10.47.02.05.)

3.3.4.2.2 Treatment is to focus on initiating changes in behavior and the inmate's thought process. The curriculum for treatment is to be constructed to include the two primary cognitive approaches: ***cognitive skills training and cognitive restructuring***. *Cognitive skills training* addresses the premise that chemically involved offenders have not adequately learned the thinking skills required to function as responsible, productive members of society. *Cognitive restructuring* addresses the premise that

chemically involved offenders have learned maladaptive and destructive thinking patterns that promote criminal and drug abusing behavior. The Contractor is therefore to emphasis the development of pro-social attitudes and thinking patterns that promote a drug-free lifestyle.

3.3.4.2.3 The Contractor will be required to address these primary treatment issues by providing a minimum of 15 hours per week per participant in direct services. Inmate referral and participation in specific services is to be determined by the development of an individualized treatment plan based on the individual's needs. As a minimum, groups/services are to be provided to address the following areas:

- Pro-social skills development
- Victim awareness
- Anger management
- Trauma recovery
- Relapse prevention
- Problem solving
- Communication skills and conflict resolution
- Aftercare services for program graduates who remain housed within the MCIW facility

3.3.4.2.4 As a therapeutic community, the Contractor will be required to provide a total milieu. The structure of the program is to reflect provisions for additional participant contact such as morning and evening house meetings, phased format, job assignments, seminars, group and individual counseling, homework, recreation and personal time. . Maximum group therapy size should not exceed 15 participants excepting community groups and other similar activities such as morning or evening meetings.

3.3.4.3 Employment/Vocational/Educational Services – While enrolled in the program, inmates may also be involved in school, institutional job assignments and religious activities. These are all seen as productive activities that support the long-term recovery for each inmate. The schedule for treatment services must allow for inmates to participate in these other activities. This will require core services be offered in both the day and early evening hours to accommodate inmates assigned to other institutional functions.

3.3.4.4 Staffing - Patient to alcohol and drug counselor ratio is not to exceed 15 patients for one full time alcohol and drug counselor. Staffing should be proposed at levels to conform to the requirements of any licensing board and COMAR, and to meet the treatment requirements as set forth herein.

3.3.4.5 All staff will be required to successfully undergo a DPSCS background check prior to beginning employment. All staff will complete an Institution/security orientation as required by the Warden or his/her designate.

3.3.4.6 Drug Testing – The treatment program is to include an appropriate schedule for drug testing. Even though all clients will be incarcerated, the possibility exists

that an inmate would be able to obtain and use drugs. In each of the Department's institutions inmates are randomly, or in some cases, routinely tested for drugs. The annual rate of inmates testing positive for drugs is less than one percent.

3.3.4.7 Assessment:

3.3.4.7.1 The assessment process is designed to provide a comprehensive picture of the inmate in a number of areas that include criminality, substance abuse, psychological issues, and social history. Administration, scoring and interpretation of any screening or assessment instrument is to be performed in accordance with the American Psychological Associations *Standards for Educational and Psychological Testing*. The Contractor is to demonstrate the capacity to administer, score and interpret the following instruments as a minimum:

- ASI (correctional version)
- Texas Christian University Drug Screen II (TCUDS-II)

3.3.4.7.2 The Contractor may introduce additional instrumentation for diagnostic, treatment planning or pre-post comparison purposes. The Contract Manager or Designee must approve additional instrumentation based on issues of best practices and the instrument's statistical properties.

3.3.4.7.3 In a number of cases, some or all of the screening and assessment instruments will already have been administered by the Department or assessment vendor. In such cases, the results will be made available to the Offeror and may be used providing the administration was within two (2) years of admission to the program. Individualized treatment planning is to reflect the results of the assessment process.

3.3.4.7.4 The Contractor may not substitute alternate instrumentation or procedures for the prescribed assessment tools without the prior written approval of the Contract Manager. DPSCS may change the prescribed screening or assessment tools based on current research or issues of "best practice". In the event that DPSCS changes the required instrumentation, the Contractor will be provided with a minimum of 60 days advance notice. All data resulting from the administration, scoring and interpretation of the instruments will remain property of DPSCS. The Contractor may not utilize this data, in whole or in part, for any publication or presentation without the prior approval of the DPSCS Research Committee or the Secretary.

3.3.4.7.5 Referrals and Aftercare Planning – Inmates will become eligible when they are within two years of release from MCIW. Inmates will be referred to the program one month prior to beginning treatment for an intake interview. Inmates found to meet the program's admission criteria will be admitted in cycles of individuals with a new cycle being accepted once every months.

3.3.4.8 Additional Requirements:

- 3.3.4.8.1 Pre-Post Testing – The Contractor will be required to establish and maintain a system for pre-post testing designed to assess treatment effectiveness. This system is to include a minimum of the pre-post administration of the Criminal Sentiment Scale – Modified (CSS-M) or other public domain instrument able to be administered in a group setting to be designated by the Contract Manager or designee. Data is to be maintained in an appropriate database utilizing either SPSS or Excel and available upon the Contract Manager or Designee’s request. All data collected is considered property of DPSCS with any publication of the data by the OFFEROR requiring prior approval of the DPSCS Research Committee or the Secretary.
- 3.3.4.8.2 SMART – the State of Maryland made provision through their substance abuse treatment system for providers of services to participate in a consent-based, case management information system. The system, known as SMART, is actively being used by the substance abuse treatment and the DPP systems. Designed to provide information in a timely manner, SMART allows for the sharing of information across agencies, matching client needs with services, managing services, and tracking progress. The Contractor will be required to maintain the necessary current entries into the SMART database.
- 3.3.4.8.3 SAMIS Report – The State maintains monthly reporting for participation in substance abuse treatment. The Substance Abuse Management Information Systems (SAMIS) must be completed for each inmate, every month, and submitted electronically according to ADAA/SAMIS guidelines. In order to complete the SAMIS reporting, each inmate’s assessment data must be input into the SMART networked database. This includes the full data for the inmate’s ASI.
- 3.3.4.8.4 Licensure – Regular surveys will be conducted by ADAA to ensure compliance with all of the licensing requirements, and each unit must be found to be in compliance by the ADAA audit team. Any Administrator for any program, any Clinical Director, any on-site Clinical Supervisor, and any clinical staff as defined in COMAR 10.47.01.02, shall meet the qualifications for the respective positions and possess the necessary certification or licensure as set forth in COMAR 10.47.01.06. Only qualified professionals who are licensed, certified, or provisionally approved by the appropriate licensure board in the State of Maryland shall make a diagnosis or treatment of a mental health disorder. The program is not responsible for direct psychiatric services or medication associated with mental illness but is expected to maintain a direct liaison with the mental health staff located at the institution.
- 3.3.4.8.5 Correctional Program Checklist (CPC) – To insure the use of accepted and best practices, the Contractor will be subject to scheduled inspections by a team trained in program assessment utilizing the CPC developed by

Latessa. The Contractor will be responsible to provide a remedy plan to address any program deficits noted as a result of this assessment process.

3.3.4.9 Performance Measures:

- 3.3.4.9.1 The Contractor shall document that each inmate receives 15 hours of direct service per week.
- 3.3.4.9.2 Each inmate will have their intake data collected, including full ASI, SAMIS, HATS / SMART admission, and other admission data within 7 calendar days of admission to the program.
- 3.3.4.9.3 All required data submission to SAMIS and HATS will be completed within the required time period and with a maintained accuracy level of 99%.
- 3.3.4.9.4 Each inmate's clinical file will adhere to COMAR standards with an accuracy level of 95%.
- 3.3.4.9.5 Within five (5) working days of the beginning of each month, the Offeror will provide a report to the assigned contract manager. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:
 - Location of Service Provision
 - Average Daily Census
 - Highest Daily Census
 - Admissions
 - Completions
 - Discharges & Reasons
 - # Urinalysis Performed & # Positive
 - Staff Roster, Current Staffing, & Percentage
 - Monthly and YTD Staff Turnover Rates
 - Monthly Direct & Indirect Service Hour Totals
- 3.3.4.9.6 By noon of the last business day of the week, the Contractor shall provide a report showing the census level for that week. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:
 - Location of service provision
 - Weekly census
 - Projected monthly completions
- 3.3.4.9.7 These reports may be filed electronically in a format designed by the Contract Manager or Designee. They are subject to change at the discretion of the DPSCS. See Attachment O for templates.
- 3.3.4.9.8 Failure to Perform:

- 3.3.4.9.8.1 When the Agency determines that the Contractor has failed to comply with the requirements of this RFP, the contract, and the Contractor's technical proposal, the Contractor shall be required to submit a corrective action plan within 5 days of receipt of the notice of noncompliance.
- 3.3.4.9.8.2 The corrective action plan shall specify a date by which the correction will be implemented.
- 3.3.4.9.8.3 The Agency requires that the Contractor will maintain a staffing level of at least 95% of the total staff hours proposed in the response to this RFP.

3.3.5 *The Maryland Correctional Training Center (MCTC) program:*

- 3.3.5.1 Program goals and objectives (Ref. Section 3.3.2.1).
- 3.3.5.2 The Contractor is required to present a proposal that incorporate aspects of a modified TC. The proposed treatment process is to reflect a minimum of the following elements:
 - 3.3.5.2.1 A multiple treatment phase system that reflects a formal orientation process, at least three (3) treatment phases and a discharge process. Movement through the phases is to be determined by a combination of time and measurable progress;
 - 3.3.5.2.2 Individualized treatment planning based on identified deficits and proposed remediation focus;
 - 3.3.5.2.3 Group and individual treatment utilizing cognitive-behavioral and behavioral strategies supported by current literature. These techniques are to include but not be restricted to such processes/tools as cognitive restructuring, motivational enhancement, positive reinforcement and role playing;
 - 3.3.5.2.4 Effective utilization of positive peer interaction and modeling;
 - 3.3.5.2.5 Formal discharge planning which is to include but not be restricted to recommendations for level of supervision, linkage with community based services and assisting the inmate in developing needed support services.
 - 3.3.5.2.6 Treatment Services: The program to be implemented as a modified therapeutic community, focusing on changing negative patterns of thinking and behavior through:
 - Individual and group counseling;

- Daily community meetings, where goals and objectives are reviewed, conflicts are resolved, and positive reinforcement are conveyed;
- Vocational and educational activities;
- A curriculum aimed at changing cognitive behavior.

3.3.5.3 Orientation Process – Following admission into the program, the Contractor is to provide an orientation process of at least 7 days in length. At that time the inmate is to be assigned to a treatment team who will be responsible for performing additional data collection and evaluation. This process will involve the following:

- A structured interview to gather pertinent demographic and clinical information related to criminal and substance abuse history.
- Completion of the Alcohol and Drug Abuse Administration's (ADAA) *Substance Abuse Management Information System* (SAMIS) form and entered into the *State of Maryland Automated Record Tracking* (SMART) System.
- Completion of forms and entering similar information into SMART.
- Development of a Treatment Plan that specifies the treatment focus, the objectives and actions to be taken during the inmate's stay in the program.
- Familiarizing the inmates with the rules and procedures of the program.
- Completion of all other needed program forms

3.3.5.3.1 Treatment Phases – The program is to utilize at least two (2) treatment phases. The phases are to be designed to function as a reward for inmate progress. Each successive phase should provide the inmate with additional rewards and privileges. It is recommended that no institutional work assignment outside the program be made during the early or middle phase.

Inmates are to receive 15+ hours of treatment and staff contact per week while in the treatment phases. Treatment groups are to be limited to a maximum of 15 members. Larger group formats may be used for activities such as "house" meetings or community groups. Treatment groups are to utilize a cognitive-behavioral format that includes role-playing and homework exercises. It is recommended that during the treatment phases the following groups or their equivalent be delivered:

- Thinking for a Change: This group focuses on problem solving augmented by cognitive restructuring and social skills development. The format for this group is a prepackaged program developed by Bush, Glick, and Taymans (1997) for the National Institute of Corrections. Primarily intended for large group didactic presentations with small group discussions.
- Social & Family Issues Group: This group is designed to provide the inmate with an overview of many of the skills and strategies associated with successful interpersonal relationships, emphasizing communications strategies, self-esteem, and dealing with peer pressure.

- Relapse Prevention: The group emphasizes the cognitive/behavioral model for relapse prevention. This group is designed for the inmate to identify and manage environmental cues and cognitive warning signs that may increase the likelihood of relapse. Primarily intended for large group didactic presentations with small group discussions.
- Anger Management: Utilizing the *Cage Your Rage* programming, the group assists inmates in recognizing anger and aggressive behaviors. Primarily intended for large group didactic presentations with small group discussions
- Victim Impact Class: Based on a program developed in cooperation with MADD, the focus of the group is to help inmates understand the impact of their crimes on victims and communities. The classes are designed to address a wide variety of criminal behaviors. Primarily intended for large group didactic presentations with small group discussions.
- Employment Readiness: The program is intended to help inmates develop the skills necessary to find gainful employment upon their release from prison. Primarily intended for small group format.
- HIV Education: This class consists of 2-3 groups that are designed to teach inmates about the transmission and health implication of HIV. Primarily designed for large group format.
- Community Group: Three times per week meetings delivered in the inmate living areas. Designed to fulfill the function of addressing administrative issues and to foster a positive living environment.

3.3.5.3.2 Discharge and aftercare – The discharge process is to fulfill a dual purpose in documenting the inmate’s progress and level of service needs and in providing risk assessment information that may provide additional guidance in regards to the degree of supervision needed by the inmate. Prior to completion of the program the Contractor will be expected to compile available historic and progress information on the inmate. This information includes but is not restricted to:

- Pre-admission ASI scores
- Substance abuse/dependency history
- Significant prior treatment history
- Rating of group progress in assigned modules
- Clinical observation ratings

3.3.5.3.2.1 The information is to be consolidated using a *Discharge Summary form*. Once this form is reviewed and approved, the Discharge Summary is forwarded to DPP with a copy maintained as a permanent entry in the inmate’s file. In addition the information will be entered into the SAMRT system.

3.3.5.3.2.2 In addition to completion of the above it is recommended that the Offeror assist in preparing the inmate for discharge by providing a Community Re-Entry Group. This group

provides inmates with the resources available to them in the areas in which they will eventually reside upon leaving prison. The group should assist the inmate in forming links to community services and in developing a comprehensive home plan.

- 3.3.5.3.4 Staffing – In order to adequately address the treatment needs of the inmates it is recommended that the complement of treatment staff include certified or licensed addictions counselors. In addition, these clinicians must be appropriately supervised per regulation. The addictions counselors must comply with Code of Maryland Regulations 10.58.07, which require that all addictions counselors be certified.

All staff will be required to successfully undergo a DPSCS background check prior to beginning employment. All staff will complete an Institution/security orientation as required by the Warden or his/her designate.

- 3.3.5.3.5 Drug Testing – The Contractor is to include an appropriate schedule for drug testing. This schedule is to be randomized but allow for an approximate frequency for urine testing of 1 time per month.

- 3.3.5.3.6 Assessment and Eligibility Criteria – Assessment for MCTC program eligibility is performed at the inmate's home institution with the assessment process being initiated by Case Management based on the program's admission guidelines. Preliminary suitability for referral to a TC program is determined by the criteria of:

- Maryland residency
- Inmate is not incarcerated for a life or life without parole sentence
- No outstanding warrants or detainers appear on the inmate's record
- The inmate has been free of Category One or Two infractions for a period no less than 12 months and has not had more than 120 days of disciplinary segregation imposed for one year prior to the review process
- The inmate is not better suited by another DPSCS treatment program including those eligible for the RSAT program at the CLF
- The inmate is eligible for release within 6 months of completing the program

- 3.3.5.3.7 Addiction Severity Index (ASI) scores determine suitability for treatment. Inmates scoring a higher level of treatment need based upon their ASI score are considered eligible. The admission ASI scoring range is subject to change at the discretion of the contract manager, or designee. It is anticipated that most ASIs and LSI-Rs will be administered at the inmate's home institution but the Offeror should build into the proposal the capability to administer these instruments on-site for inmates who have not been evaluate by the DOC assessors.

3.3.5.3.8 Once it has been determined that the inmate is eligible for the program, the assigned case management specialist is to be notified of the inmate's acceptance or rejection for the program. Inmates will be admitted to the program in cycles. Each cycle will enter the program on a predetermined day each month. Case management will be responsible for arranging transport for the inmate to MCTC is necessary. In the event that more inmates qualify for treatment than slots are available, Case Management may establish a reservation list for future cycles.

3.3.5.4 Additional Requirements:

3.3.5.4.1 Pre-Post Testing – The Contractor will be required to establish and maintain a system for pre-post testing designed to assess treatment effectiveness. This system is to include a minimum of the pre-post administration of the Criminal Sentiment Scale – Modified (CSS-M) or other public domain instrument able to be administered in a group setting to be designated by the Contract Manager or designee. Data is to be maintained in an appropriate data base utilizing either SPSS or Excel and available upon the Contract Manager or Designees request. All data collected is considered property of DPSCS with any publication of the data by the Contractor requiring prior approval of the DPSCS Research Committee or the Secretary.

3.3.5.4.2 SMART Database – the State of Maryland made provision through their substance abuse treatment system for providers of services to participate in a consent-based, case management information system. The system, known as SMART, is actively being used by the substance abuse treatment and probation and parole supervision systems. Designed to provide information in a timely manner, SMART allows for the sharing of information across agencies, matching client needs with services, managing services, and tracking progress. The Contractor will be required to maintain the necessary current entries into the SMART database.

3.3.5.4.3 SAMIS – The State maintains monthly reporting for participation in substance abuse treatment. The Substance Abuse Management Information Systems (SAMIS) must be completed for each inmate, every month, and submitted electronically according to ADAA/SAMIS guidelines. In order to complete the SAMIS reporting, each inmate's assessment data must be input into the SMART networked database. This includes the full data for the inmate's ASI.

3.3.5.4.4 Intra- and Inter-Agency Communication – At the point of discharge, certain information must be communicated within the Department, to various agencies that documents the inmate's entry into, and completion of the Program. The specific documentation that must be completed includes:

- Individual memos and certificates for each inmate that documents satisfactory completion of the Program
- Mass memo on the entire cycle that documents completion

- Mass request for Special Conditions to be attached to each inmate's release orders
- Mass memo to DPP that alerts DPP to an inmate's need for supervision, dependent upon each inmate's date of release

3.3.5.4.5 Licensure – The Contractor will be required to acquire and maintain the licensure and meet the ADAA requirements, as specified in COMAR. Regular surveys will be conducted by ADAA to ensure compliance with all of the licensing requirements, and each unit must be found to be in compliance by the ADAA audit team. Any administrator for any program, any clinical director, any on-site clinical supervisor, and any clinical staff as defined in COMAR 10.47.01.02, shall meet the qualifications for the respective positions and possess the necessary certification or licensure as set forth in COMAR 10.47.01.06.

3.3.5.4.5.1 The program shall have the ability to recognize and refer inmates with mental health issues. Any diagnosis or treatment shall be by qualified professionals who are licensed, certified, or provisionally approved by the appropriate licensure board in the State of Maryland. The program is not responsible for psychiatric services or medications associated with mental illness.

3.3.5.4.5.2 The Contractor is required to maintain a direct liaison with mental health staff located at the institution.

3.3.5.5 Performance Criteria:

3.3.5.5.1 The Contractor will document that each inmate receives 15 hours of direct staff interactive service per week.

3.3.5.5.2 Each inmate will have all of their intake data collected, including full ASI, SAMIS, HATS / SMART admission, and other admission data within 7 calendar days of admission to the program.

3.3.5.5.3 Each inmate's clinical file will adhere to COMAR standards with an accuracy level of 95%

3.3.5.5.4 All required data submission to SAMIS and HATS will be completed within the required time period and with a maintained accuracy level of 99%.

3.3.5.5.5 Within five (5) working days of the beginning of each month, the Offeror will provide a report to the assigned contract manager. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:

- Location of Service Provision
- Average Daily Census
- Highest Daily Census

- Admissions
- Completions
- Discharges & Reasons
- # Urinalysis Performed & # Positive
- Staff Roster, Current Staffing, & Percentage
- Monthly and YTD Staff Turnover Rates
- Monthly Direct & Indirect Service Hour Totals

3.3.5.5.6 By noon of the last business day of the week, the Contractor shall provide a report showing the census level for that week. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:

- Location of service provision
- Weekly census
- Projected monthly completions

3.3.5.5.7 These reports may be filed electronically in a format designed by the Contract Manager or Designee. They are subject to change at the discretion of the DPSCS. See Attachment O for templates.

3.3.5.5.8 Failure to Perform:

3.3.5.5.8.1 When the Agency determines that the Contractor has failed to comply with the requirements of this RFP, the contract, and the Contractor's technical proposal, the Contractor shall be required to submit a corrective action plan within 5 days of receipt of the notice of noncompliance.

3.3.5.5.8.2 The corrective action plan shall specify a date by which the correction will be implemented.

3.3.5.5.8.4 The Agency requires that the Contractor will maintain a staffing level of at least 95% of the total staff hours proposed in the response to this RFP.

3.3.6 ***The Metropolitan Transition Center (MTC) program:***

3.3.6.1 Program goals and objectives (Ref. Section 3.3.2.1).

3.3.6.2 The Contractor is required to present a proposal that incorporate aspects of a modified TC. The proposed treatment process is to reflect a minimum of the following elements:

3.3.6.2.1 A multiple treatment phase system that reflects a formal orientation process, at least two (2) treatment phases and a discharge process. Movement through the phases is to be determined by a combination of time and measurable progress;

- 3.3.6.2.2 Individualized treatment planning based on identified deficits and proposed remediation focus;
- 3.3.6.2.3 Group and individual treatment utilizing cognitive-behavioral and behavioral strategies supported by current literature. These techniques are to include but not be restricted to such processes/tools as cognitive restructuring, motivational enhancement, positive reinforcement and role playing;
- 3.3.6.2.4 Effective utilization of positive peer interaction and modeling;
- 3.3.6.2.5 Formal discharge planning which is to include but not be restricted to recommendations for level of supervision, linkage with community based services and assisting the inmate in developing needed support services.
- 3.3.6.3 Treatment Services: The program to be implemented as a modified therapeutic community, focusing on changing negative patterns of thinking and behavior through:
- Individual and group counseling;
 - Daily community meetings, where goals and objectives are reviewed, conflicts are resolved, and positive reinforcement are conveyed;
 - Vocational and educational activities;
 - A curriculum aimed at changing cognitive behavior.
- 3.3.6.4 Orientation Process – Following admission into the program, the Contractor is to provide an orientation process of at least 7 days in length. At that time the inmate is to be assigned to a treatment team who will be responsible for performing additional data collection and evaluation. This process will involve the following:
- A structured interview to gather pertinent demographic and clinical information related to criminal and substance abuse history.
 - Completion of the Alcohol and Drug Abuse Administration's (ADAA) *Substance Abuse Management Information System* (SAMIS) form and entered into the *State of Maryland Automated Record Tracking* (SMART) System.
 - Completion of forms and entering similar information into SMART.
 - Development of a Treatment Plan that specifies the treatment focus, the objectives and actions to be taken during the inmate's stay in the program.
 - Familiarizing the inmates with the rules and procedures of the program.
 - Completion of all other needed program forms
- 3.3.6.4.1 Treatment Phases – The program is to utilize at least two (2) treatment phases. The phases are to be designed to function as a reward for inmate progress. Each successive phase should provide the inmate with additional rewards and privileges. It is recommended that no

institutional work assignment outside the program be made during the early or middle phase.

Inmates are to receive 15+ hours of treatment and staff contact per week while in the treatment phases. Treatment groups are to be limited to a maximum of 15 members. Larger group formats may be used for activities such as “house” meetings or community groups. Treatment groups are to utilize a cognitive-behavioral format that includes role-playing and homework exercises. It is recommended that during the treatment phases the following groups or their equivalent be delivered:

- Thinking for a Change: This group focuses on problem solving augmented by cognitive restructuring and social skills development. The format for this group is a prepackaged program developed by Bush, Glick, and Taymans (1997) for the National Institute of Corrections. Primarily intended for large group didactic presentations with small group discussions.
- Social & Family Issues Group: This group is designed to provide the inmate with an overview of many of the skills and strategies associated with successful interpersonal relationships, emphasizing communications strategies, self-esteem, and dealing with peer pressure.
- Relapse Prevention: The group emphasizes the cognitive/behavioral model for relapse prevention. This group is designed for the inmate to identify and manage environmental cues and cognitive warning signs that may increase the likelihood of relapse. Primarily intended for large group didactic presentations with small group discussions.
- Anger Management: Utilizing the *Cage Your Rage* programming, the group assists inmates in recognizing anger and aggressive behaviors. Primarily intended for large group didactic presentations with small group discussions.
- Victim Impact Class: Based on a program developed in cooperation with MADD, the focus of the group is to help inmates understand the impact of their crimes on victims and communities. The classes are designed to address a wide variety of criminal behaviors. Primarily intended for large group didactic presentations with small group discussions.
- Employment Readiness: The program is intended to help inmates develop the skills necessary to find gainful employment upon their release from prison. Primarily intended for small group format.
- HIV Education: This class consists of 2-3 groups that are designed to teach inmates about the transmission and health implication of HIV. Primarily designed for large group format.
- Community Group: Three times per week meetings delivered in the inmate living areas. Designed to fulfill the function of addressing administrative issues and to foster a positive living environment.

3.3.6.4.2 Discharge and aftercare – The discharge process is to fulfill a dual purpose in documenting the inmate’s progress and level of service needs and in providing risk assessment information that may provide

additional guidance in regards to the degree of supervision needed by the inmate. Prior to completion of the program the Contractor will be expected to compile available historic and progress information on the inmate. This information includes but is not restricted to:

- Pre-admission ASI scores
- Substance abuse/dependency history
- Significant prior treatment history
- Rating of group progress in assigned modules
- Clinical observation ratings

3.3.6.4.3 The information is to be consolidated using a *Discharge Summary form*. Once this form is reviewed and approved, the Discharge Summary is forwarded to DPP with a copy maintained as a permanent entry in the inmate's file. In addition the information will be entered into the SAMRT system.

3.3.6.4.4 In addition to completion of the above it is recommended that the Offeror assist in preparing the inmate for discharge by providing a Community Re-Entry Group. This group provides inmates with the resources available to them in the areas in which they will eventually reside upon leaving prison. The group should assist the inmate in forming links to community services and in developing a comprehensive home plan.

3.3.6.4.5 Staffing – patient to alcohol and drug counselor ratio is not to exceed 15 patients for one full time alcohol and drug counselor. In order to adequately address the treatment needs of the inmates it is required that the complement of treatment staff include certified or licensed addictions counselors. In addition, these clinicians must be appropriately supervised per regulation. The addictions counselors must comply with Code of Maryland Regulations 10.58.07, which require that all addictions counselors be certified.

All staff will be required to successfully undergo a DPSCS background check prior to beginning employment. All staff will complete an Institution/security orientation as required by the Warden or his/her designate.

3.3.6.4.6 Drug Testing – The Contractor is to include an appropriate schedule for drug testing. This schedule is to be randomized but allow for an approximate frequency for urine testing of 1 time per month.

3.3.6.4.7 Assessment and Eligibility Criteria – Assessment for MTC program eligibility is performed at the inmate's home institution with the assessment process being initiated by Case Management based on the program's admission guidelines. Preliminary suitability for referral to a TC program is determined by the criteria of:

- Maryland residency
- Inmate is not incarcerated for a life or life without parole sentence
- No outstanding warrants or detainers appear on the inmate's record
- The inmate has been free of Category One or Two infractions for a period no less than 12 months and has not had more than 120 days of disciplinary segregation imposed for one year prior to the review process
- The inmate is not better suited by another DPSCS treatment program including those eligible for the RSAT program at the CLF
- The inmate is eligible for release within 6 months of completing the program

3.3.6.4.7.1 Addiction Severity Index (ASI) scores determine suitability for treatment. Inmates scoring a higher level of treatment need based upon their ASI score are considered eligible. The admission ASI scoring range is subject to change at the discretion of the contract manager, or designee. It is anticipated that most ASIs and LSI-Rs will be administered at the inmate's home institution but the Offeror should build into the proposal the capability to administer these instruments on-site for inmates who have not been evaluate by the DOC assessors.

3.3.6.4.7.2 Once it has been determined that the inmate is eligible for the program, the assigned case management specialist is to be notified of the inmate's acceptance or rejection for the program. Inmates will be admitted to the program in cycles. Each cycle will enter the program on a predetermined day each month. Case management will be responsible for arranging transport for the inmate to MCTC is necessary. In the event that more inmates qualify for treatment than slots are available, Case Management may establish a reservation list for future cycles.

3.3.6.5 Additional Requirements:

3.3.6.5.1 Pre-Post Testing – The Contractor will be required to establish and maintain a system for pre-post testing designed to assess treatment effectiveness. This system is to include a minimum of the pre-post administration of the Criminal Sentiment Scale – Modified (CSS-M) or other public domain instrument able to be administered in a group setting to be designated by the Contract Manager or designee. Date is to be maintained in a appropriate data base utilizing either SPSS or Excel and available upon the Contract Manager or Designees request. All date collected is considered property of DPSCS with any publication of the data by the Contractor requiring prior approval of the DPSCS Research Committee or the Secretary.

3.3.6.5.2 SMART Database – the State of Maryland made provision through their substance abuse treatment system for providers of services to participate

in a consent-based, case management information system. The system, known as SMART, is actively being used by the substance abuse treatment and probation and parole supervision systems. Designed to provide information in a timely manner, SMART allows for the sharing of information across agencies, matching client needs with services, managing services, and tracking progress. The Contractor will be required to maintain the necessary current entries into the SMART database.

3.3.6.5.3 SAMIS – The State maintains monthly reporting for participation in substance abuse treatment. The Substance Abuse Management Information Systems (SAMIS) must be completed for each inmate, every month, and submitted electronically according to ADAA/SAMIS guidelines. In order to complete the SAMIS reporting, each inmate's assessment data must be input into the SMART networked database. This includes the full data for the inmate's ASI.

3.3.6.5.4 Intra- and Inter-Agency Communication – At the point of discharge, certain information must be communicated within the Department, to various agencies that documents the inmate's entry into, and completion of the Program. The specific documentation that must be completed includes:

- Individual memos and certificates for each inmate that documents satisfactory completion of the Program
- Mass memo on the entire cycle that documents completion
- Mass request for Special Conditions to be attached to each inmate's release orders
- Mass memo to DPP that alerts DPP to an inmate's need for supervision, dependent upon each inmate's date of release

3.3.6.5.5 Licensure – The Contractor will be required to acquire and maintain the licensure and meet the ADAA requirements, as specified in COMAR. Regular surveys will be conducted by ADAA to ensure compliance with all of the licensing requirements, and each unit must be found to be in compliance by the ADAA audit team. Any administrator for any program, any clinical director, any on-site clinical supervisor, and any clinical staff as defined in COMAR 10.47.01.02, shall meet the qualifications for the respective positions and possess the necessary certification or licensure as set forth in COMAR 10.47.01.06.

3.3.6.5.5.1 The program shall have the ability to recognize and refer inmates with mental health issues. Any diagnosis or treatment shall be by qualified professionals who are licensed, certified, or provisionally approved by the appropriate licensure board in the State of Maryland. The program is not responsible for psychiatric services or medications associated with mental illness.

3.3.6.5.5.2 The Contractor is required to maintain a direct liaison with mental health staff located at the institution.

3.3.6.7 Performance Criteria:

- 3.3.6.7.1 The Contractor will document that each inmate receives 15 hours of direct staff interactive service per week.
- 3.3.6.7.2 Each inmate will have all of their intake data collected, including full ASI, SAMIS, HATS / SMART admission, and other admission data within 7 calendar days of admission to the program.
- 3.3.6.7.3 Each inmate's clinical file will adhere to COMAR standards with an accuracy level of 95%
- 3.3.6.7.4 All required data submission to SAMIS and HATS will be completed within the required time period and with a maintained accuracy level of 99%.
- 3.3.6.7.5 Within five (5) working days of the beginning of each month, the Offeror will provide a report to the assigned contract manager. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:
- Location of Service Provision
 - Average Daily Census
 - Highest Daily Census
 - Admissions
 - Completions
 - Discharges & Reasons
 - # Urinalysis Performed & # Positive
 - Staff Roster, Current Staffing, & Percentage
 - Monthly and YTD Staff Turnover Rates
 - Monthly Direct & Indirect Service Hour Totals
- 3.3.6.7.6 By noon of the last business day of the week, the Contractor shall provide a report showing the census level for that week. This report shall be in a format provided by the Contract Manager and shall include, but is not limited to the following:
- Location of service provision
 - Weekly census
 - Projected monthly completions
- 3.3.6.7.7 These reports may be filed electronically in a format designed by the Contract Manager or Designee. They are subject to change at the discretion of the DPSCS. See Attachment O for templates.
- 3.3.6.7.8 Failure to Perform:

3.3.6.7.8.1 When the Agency determines that the Contractor has failed to comply with the requirements of this RFP, the contract, and the Contractor's technical proposal, the Contractor shall be required to submit a corrective action plan within 5 days of receipt of the notice of noncompliance.

3.3.6.7.8.2 The corrective action plan shall specify a date by which the correction will be implemented.

3.3.6.7.8.3 The Agency requires that the Contractor will maintain a staffing level of at least 95% of the total staff hours proposed in the response to this RFP.

3.3.7 Other Considerations:

3.3.7.1 The hours of operation at the Baltimore, Jessup and Hagerstown facilities are from 8:00 a.m. until 8:00 p.m. (local time) Monday through Friday. State holidays are to be observed.

3.3.7.2 Suitable space will be made available within each institution. Suitable space is defined as an area that affords reasonable privacy and security and is configured to allow individual interviews. Additional office space will be the responsibility of the Contractor.

3.3.7.3 The Contractor shall provide all needed equipment including furnishings, computer hardware and software, office supplies, and assessment instruments. The DPSCS's Information Technology and Communication Division (ITCD) has a standard personal computer and software configuration in order to assure compatibility. The configuration can change due to changes in the market. The Contractor must have the approval of DPSCS before purchasing the required hardware and software. The current configuration is as follows:

DEPARTMENT PC STANDARD: OPTIPLEX GX270 Small Desktop: Intel Pentium 4 processor 3.00GHz, IM/800MHz (P/N 221-6168), 512 MB SDRAM (P/N 311-2864), Keyboard, Button Mouse, 17" Monitor, Integrated DVMT Video (P/N 320-0428), 40 GB EIDE Hard Drive (P/N 340-8889), 1.44MB 3.5" Floppy Drive (P/N 340-8733), 48X CD-Rewriteable Drive (CD-RW) (P/N 313-1938), Integrated 10/100/1000 Ethernet (P/N 430-0353), Audio Speakers, Microsoft Windows XP Professional (P/N 420-2119), Mouse Pad, 3 Year Warranty Next Business Day (NBD) On-Site Service, LaserJet 1300 Personal Black & White Printer and 6' Printer Cables

3.3.7.4 Insurance

The Contractor shall state and submit a copy of the amount and type of liability insurance that the firm, its employees carry. The Contractor should have at least \$300,000 each incident at \$500,000 annual aggregate.

3.4 Security

When in State facilities or in performing contractual tasks for the State, the Contractor shall ensure their adherence to, and compliance with, the State of Maryland IT Security Policy and Standards, V1.1, dated July 2003 at URL:

<http://doit.maryland.gov/support/Pages/SecurityPolicies.aspx>

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SECTION 4 – PROPOSAL FORMAT

4.1 Two Part Submission

Offerors must submit proposals in two separate volumes:

- Volume I - TECHNICAL PROPOSAL
- Volume II - FINANCIAL PROPOSAL

4.2 Proposals

Volume I- Technical Proposal must be sealed separately from Volume II- Financial Proposal but submitted simultaneously to the Procurement Officer (address listed on Key Information Summary). An unbound original, so identified, and (7) copies of each volume are to be submitted.

An electronic version of both the Volume I- Technical Proposal in MS Word 2000 format and Volume II- Financial Proposal in MS Excel format, must also be submitted with the unbound original technical or financial volumes, as appropriate. Electronic media shall be a CD and shall bear a label on the outside containing the RFP number and name, the name of the Offeror, and the volume number.

4.3 Submission

Each Offeror is required to submit a separate sealed package for each "Volume", which is to be labeled Volume I-Technical Proposal and Volume II-Financial Proposal. Each sealed package must bear the RFP title and number, name and address of the Offeror, the volume number (I or II), and the closing date and time for receipt of the proposals on the outside of the package.

All pages of both proposal volumes must be consecutively numbered from beginning (Page 1) to end (Page "x").

4.4 Volume I – Technical Proposal

Technical proposals must be submitted in a separate sealed package. Each section of the Technical Proposal must be separated by a Tab as detailed below:

TAB A. TRANSMITTAL LETTER

A transmittal letter must accompany the technical proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP. Only one transmittal letter is needed and it does not need to be bound with the technical proposal. The letters should contain:

1. Name & Address of Contractor
2. Name, Title and Telephone Number of Contact for Offeror
3. Statement that proposal is in response to Solicitation
4. Signature, Typed Name and Title of individual authorized to commit Offeror to proposal
5. Federal Employer Identification Number of the Offeror, or, if a single individual, a social Security Number
6. Statement accepting all State contract terms or that exceptions are taken (to be listed in the Executive Summary; see below).
7. Acknowledgement of all Addenda to this RFP
8. A statement specifying which correctional institution therapeutic community program(s) the proposal is for.

TAB B. TITLE AND TABLE OF CONTENTS

The technical proposal should begin with a title page bearing the name and address of the Offeror and the name and number of this RFP. A table of contents for the technical proposal should follow the title page. **Information that is claimed to be confidential is to be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in it's Financial Proposal.** Unless there is a compelling case, an entire proposal should not be labeled confidential but just those portions that can reasonably be shown to be proprietary or confidential.

TAB C. EXECUTIVE SUMMARY

The Offeror shall condense and highlight the contents of the technical proposal in a separate section titled "Executive Summary." The Offeror may submit a proposal for any or all of the correctional institution therapeutic community programs. The Offeror shall stipulate which therapeutic community program(s) their proposal is for. The summary shall also identify any exceptions the Offeror has taken to the requirements of this RFP, the Contract (Attachment A), or any other attachments. **Warning: Exceptions to terms and conditions may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award.** If an Offeror takes no exception to State terms and conditions, the Executive Summary should so state.

TAB D. OFFEROR TECHNICAL RESPONSE TO RFP REQUIREMENTS

The Offeror must address each criterion in the technical proposal and describe how the proposed services will meet the requirements as described in the RFP. If the State is seeking Offeror agreement to a requirement, the Offeror shall state agreement or disagreement. As stated above, any exception to a term or condition may result in having the proposal deemed unacceptable or classified as not reasonably susceptible of being selected for award. Any paragraph that represents a work requirement shall include **an explanation of how the work will be done.**

1. The proposal must include Quality Assurance and Performance Measurements that:
 - Assure the delivery of screening and assessment services as proposed,
 - Assure compliance with state regulated and professional standards for substance abuse clinical services,
 - Measure staff performance,
 - Measure the overall performance in implementing the assessment program, and
2. Offeror shall include information on the following:
 - Proposed staff per region
 - Position descriptions
 - Explanation of recruitment practices
 - Copies of employee/policy manuals
3. An important aspect of program management will be coordinating with the custody staff. Correctional Officers will be relied upon to assist the program and must be included as an integral partner with treatment staff. The proposal should address how they will insure a collaborative working relationship with the custody staff as well as the treatment services staff, and case management.
4. The proposal is to include a time schedule and a description of how the Offeror will organize the proposed activities.

TAB E. PERSONNEL/RESUMES

The Offeror must describe its personnel capabilities in compliance with Section 2 and the overall performance requirements of the contract. Resumes must be provided for all key personnel proposed for this project.

TAB F. OFFEROR EXPERIENCE, CAPABILITIES, AND REFERENCES

Offerors shall include information on past experience with similar requirements. Offerors shall describe their experience and capabilities through a response to the following:

1. An overview of the Offeror's experience providing services similar to those included in this RFP. This description shall include:
 - a) A summary of the services offered
 - b) The number of years the Offeror has provided these services
 - c) The number of clients and geographic locations the Offeror currently serves
2. An organization chart of the Offeror showing all major component units, which

Component (s) will perform the requirements of this contract, where the management of this contract will fall within the organization, and what corporate resources will be available to support this contract in both primary and secondary, or back-up roles. Also, provide the names and titles of the key management personnel directly involved with supervising the services rendered under this contract along with their resumes.

3. The offeror is to supply the following for three (3) references that the Agency may contact Who are capable of documenting the ability of the offeror to manage projects of comparable size and complexity, and the quality and breadth of services provided by the Offeror. Each client reference must include the following information:

- a) Name of client organization
- b) Name, title, and telephone number of Point-of-contact for client organization
- c) Value, type, and duration of contract(s) supporting client organization
- d) The services provided, scope of the contract, geographic area being supported, and performance objectives satisfied, and improvements made to client systems (e.g. reduction in operation/maintenance costs while maintaining or improving current performance levels).
- e) An explanation of why the Offeror is no longer providing the services to the client organization, should that be the case.

4. Note: The State shall have the right to contact any reference as part of the evaluation and selection process. The State also reserves the right to request site visits to the Offeror's offices for the purpose of evaluating proposals.

5. Offeror shall submit a Corporate Fact Sheet that includes but is not limited to the following:

Evidence of experience in the management of a certified or accredited community-based and/or correctional-based substance abuse treatment program (minimum of three years required);

Corporate history;

Primary areas of specialization;

Company size.

6. Offerors shall submit a staff skills and qualifications matrix in their own format to summarize relevant experience for the proposed staff, including any subcontractor staff. Offeror and subcontractor staff experience shall be presented in two separate matrices.
7. Additionally, offerors shall provide for each proposed staff member: 1) a short narrative description of relevant experience, 2) a resume, and 3) the job function they will fulfill.

TAB G. FINANCIAL CAPABILITY AND INSURANCE:

The Offeror must provide:

- a) Evidence that the Offeror has the financial capacity to provide the services via profit and loss statements and balance sheets for the last two years.
- b) A copy of the Offeror's current certificates of insurance required by Section 2.3.20 (property, casualty and liability), which, at a minimum, should contain the following:
 - Carrier (name and address)
 - Type of insurance
 - Amount of coverage
 - Period covered by insurance
 - Exclusions

TAB H. ECONOMIC BENEFIT FACTORS

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of the Offeror's performance of the contract resulting from this RFP. The Offeror will take into consideration the following elements. (Do not include any detail of the financial proposals with this information):

- 1) The estimated percentage of contract dollars to be recycled into Maryland's economy in support of the contract, through the use of Maryland subcontractor, suppliers and joint venture partners. Offerors should be as specific as possible and provide a percentage breakdown of expenditures in this category.
- 2) The estimated number and type of jobs for Maryland residents resulting from this contract. Indicate job classifications, number of employees in each classification, and the aggregate Maryland payroll percentages to which the contractor has committed at both prime and, if applicable, subcontract levels.
- 3) Tax revenues to be generated for Maryland and its political subdivisions as a result of this contract. Indicate tax category (sales tax, inventory taxes and estimated personal income taxes for new employees). Provide a forecast of the total tax revenues resulting from the contract.
- 4) The estimated percentage of subcontract dollars committed to Maryland small businesses and MBEs.

In addition to the factors listed above, the Offeror should explain any other economic benefit to the State of Maryland that would result from the Offeror's proposal.

NOTE: Because there is no guarantee of any level of usage under this contract, in providing the information required in this section, the Offeror should state its level of commitment per \$1,000 of contract value. In other words, for each \$1,000 of contract value, how many Maryland jobs will be created, what Maryland tax revenue will be generated, how much will be paid to Maryland subcontractors, etc.

TAB I. SUBCONTRACTORS

Offerors must identify subcontractors (including MBE subcontractors), if any, and the role these subcontractors will have in the performance of the contract.

TAB J. BID/PROPOSAL AFFIDAVIT (Attachment B- to be submitted with original of Technical Proposal)

TAB K. MBE FORMS

(Attachment D-1- utilization and fair solicitation affidavit and Attachment D-2 - MBE participation schedule – to be submitted with original of Technical Proposal)

TAB L. LIVING WAGE AFFIDAVIT (Attachment E – to be submitted with original of Technical Proposal)

4.5 Volume II - Financial Proposal

- 4.5.1 Under separate sealed cover from the Technical Proposal and clearly identified with the same information noted on the Technical Proposal, the Offeror must submit an unbound original, seven copies, and an electronic version in Microsoft Excel of the Financial Proposal. The Financial Proposal must contain all cost information in the format specified below and the Proposal Price Forms must be submitted and completely filled in (no blanks or omissions). Offerors may submit price proposals for any or all correctional institution therapeutic community programs. The proposals for each TC will be evaluated independently. Offerors interested in proposing for more than one TC must submit a separate proposal for each region.
- 4.5.2 Do not change or alter these forms. Alterations will cause the proposal to be rejected.
- 4.5.3 Proposal Price Form, Total Page, is to be signed and dated by an individual who is authorized to bind the firm to the prices offered. Enter the title of the individual and the company name in the spaces provided.
- 4.5.4 All criteria included in these Proposal Price Forms, i.e., the estimated quantity of various services, etc., shown on these forms are for price evaluation purposes. The State reserves the right, at its sole discretion, to purchase the goods and services in different quantities than those referenced in these Proposal Price Forms. The State reserves the right, at its sole discretion, not to purchase any goods or service for which proposals are solicited under this RFP.
- 4.5.5 Vendors are required to record the annual price (A through E) they are proposing for each therapeutic community program, calculate the annual price by five (60) and compute a total for the Proposal Price Form. The total Proposal Price Form page is used to calculate the vendor's EVALUATED PRICE PROPOSED (Attachment F).

- All Unit and Extended Prices must be clearly typed with dollars and cents, e.g., \$24.15.
- All Unit Prices must be the actual price the State will pay for the proposed item price per this RFP and may not be contingent on any other factor or condition in any manner.
- All goods or services required or requested by the State and prices offered by the vendor at No Cost to the State must be clearly typed in the Unit and Extended Price with N/C.
- Nothing shall be entered on these Proposal Price Forms that alters or proposes conditions or contingencies on the proposal response.
- Recording \$0.00 or any variation will be treated and considered as No Cost to the State for that good or service.

4.5.6 It is imperative that the prices included on Proposal Price Forms pages are entered correctly and calculated accurately by the vendor and that the respective total prices agree with the entries on Proposal Price Forms. Any incorrect entries or inaccurate calculations by the vendor will be treated as provided in COMAR 21.05.03E and 21.05.02.12.

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SECTION 5 – EVALUATION CRITERIA AND SELECTION PROCEDURE

5.1 Evaluation Criteria

Evaluation of the proposals will be performed by a committee organized for that purpose. Evaluations will be based on the criteria set forth below. The Contract resulting from this RFP will be awarded to the Offeror that is most advantageous to the State, considering price and the evaluation factors set forth herein. In making this determination, technical factors will receive greater weight than price factors.

5.2 Technical Criteria

The criteria to be applied to each technical proposal are listed in descending order of importance:

- Technical Response to RFP Requirements. Offeror response to work requirements in the RFP that illustrates a comprehensive understanding of work requirements to include an explanation of how the work will be done. Responses to work requirements such as “concur” or “will comply” will receive a lower evaluation ranking than those Offerors who demonstrate they understand a work requirement and have a plan to meet or exceed it. (Ref. Section 3)
- Offeror Experience and Capabilities. (Ref. Section 4.4.)
- References. (Ref. Section 4.4)
- Economic Benefit Factors. (Ref. Section 4.4)

5.3 Financial Criteria

All qualified Offerors will be ranked from the lowest to the highest price based on their total price proposed. Each correctional institution therapeutic community program will be ranked separately.

5.4 Reciprocal Preference

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

5.5 Selection Procedures

The contract(s) will be awarded in accordance with the competitive sealed proposals process under Code of Maryland Regulations 21.05.03. The competitive sealed proposals method is based on discussions and revision of proposals during these discussions.

Accordingly, the State may hold discussions with all Offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case of holding discussions or not doing so, the State may determine an Offeror to be not responsible and/or not reasonably susceptible of being selected for award, at any time after the initial closing date for receipt of proposals and the review of those proposals.

5.6 Selection Process Sequence

- 1) Offerors may submit proposals for any or all correctional institution therapeutic community programs. Each therapeutic community program will be evaluated separately. The first level of review will be an evaluation for technical merit. During this review, oral presentations and discussions may be held. The purpose of such discussions will be to assure a full understanding of the States' requirements and the Offeror's ability to perform, and to facilitate arrival at a contract that will be most advantageous to the State. For scheduling purposes Offerors should be prepared to make an oral presentation and participate in discussions in approximately two weeks after delivery of proposals to the State. The Procurement Officer will contact Offerors when the schedule is set by the State.
- 2) Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the Offeror's proposal.
- 3) The financial proposal of each Offeror will be evaluated separately from the technical evaluation. After a review of the financial proposals of Offerors, the Procurement Officer may again conduct discussions.
- 4) When in the best interest of the State, the Procurement Officer may permit Offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers (BAFOs).

5.7 Award Determination

Upon completion of all discussions and negotiations, reference checks and site visits, if any, the Procurement Officer will recommend award of the contract to the responsible Offeror whose proposal is determined to be the most advantageous to the State considering technical evaluation and price factors as set forth in this RFP. In making the most advantageous Offeror determination, technical factors will be given greater weight than price factors. Each correctional institution therapeutic community program will be evaluated separately and it is possible that a contract will be awarded to an Offeror for one or more therapeutic community programs.

The final award approval will be made by the Board of Public Works.

ATTACHMENTS

ATTACHMENT A, EXAMPLE OF THE STATE'S CONTRACT, Provided with the RFP for informational purposes and is not required at proposal submission time.

ATTACHMENT B, BID/PROPOSAL AFFIDAVIT, must be completed and submitted with the Proposal.

ATTACHMENT C, CONTRACT AFFIDAVIT, is not required at proposal submission time. It must be submitted by the selected Contractor at Contract Award time.

ATTACHMENT D, MBE PARTICIPATION INSTRUCTIONS, is provided with this RFP for informational purposes only.

ATTACHMENT D-1, MBE UTILIZATION AND FAIR SOLICITATION AFFIDAVIT, must be completed and submitted with the Proposal.

ATTACHMENT D-2, MBE PARTICIPATION SCHEDULE, must be completed and submitted with the Proposal.

ATTACHMENT D-3, MBE OUTREACH EFFORTS COMPLIANCE FORM, must be submitted by contract awardee within 10 working days of notification of apparent award.

ATTACHMENT D-4, SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT, must be submitted by contract awardee within 10 working days of notification of apparent award.

ATTACHMENT D-5, PRIME CONTRACTOR UNPAID MBE INVOICE REPORT, must be submitted monthly by contract awardee after contract commences.

ATTACHMENT D-6, SUBCONTRACTOR PAYMENT REPORT, must be submitted monthly by contract awardee after contract commences.

ATTACHMENT E, LIVING WAGE AGREEMENT, must be completed and submitted with the Technical Proposal.

ATTACHMENT F, PRICE PROPOSAL FORM, must be completed and submitted with the Financial Proposal.

ATTACHMENT G, INMATE CHARACTERISTICS (CLF), is provided with this RFP for informational purposes only.

ATTACHMENT H, INMATE CHARACTERISTICS (ROTC), is provided with this RFP for informational purposes only.

ATTACHMENT I, INMATE CHARACTERISTICS (MCIW), is provided with this RFP for informational purposes only.

ATTACHMENT J, INMATE CHARACTERISTICS (MCTC), is provided with this RFP for informational purposes only.

ATTACHMENT K, INMATE CHARACTERISTICS (MTC), is provided with this RFP for informational purposes only.

ATTACHMENT L, END OF MONTH REPORT TEMPLATE, is provided with this RFP for informational purposes only.

ATTACHMENT M, EFT REGISTRATION REQUEST FORM, for informational purposes.

ATTACHMENT N, PRE-PROPOSAL CONFERENCE RESPONSE FORM, It is requested that this form be completed and submitted by those Potential Offerors who plan on attending the conference.

ATTACHMENT O, WEEKLY CENSUS REPORTING TEMPLATE, is provided with this RFP for informational purposes only.

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ATTACHMENT A – Example of the State’s Contract

THIS CONTRACT is made this _____ day of _____ 2009 by and between and the STATE OF MARYLAND, acting through the MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES, DIVISION OF PAROLE AND PROBATION.

IN CONSIDERATION of the premises and the covenants herein contained, the parties agree as follows:

1. Definitions

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

- 1.1 “Contractor” means _____ whose principal business address is _____.
- 1.2 “Department” means the Maryland Department of Public Safety and Correctional Services.
- 1.3 “Procurement Officer” means BJ Said-Pompey or her successor or alternate as designated under Maryland law.
- 1.4 “RFP” means the Request for Proposal Q0009021 dated **Thursday, January 16, 2009**
- 1.5 “State” means the State of Maryland.

2. Scope of Work

- 2.1 The Contractor shall provide the services described in the Contractor’s bid and the RFP. These services shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP

Exhibit B – The Technical Proposal

Exhibit C - The Financial Proposal

Exhibit D - The Contract Affidavit, executive by the Contractor and dated _____

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor’s cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall

be made and the Contract modified in writing accordingly. The Contractor shall assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 Modifications to this Contract may be made provided (a) the modifications are made in writing; (b) all parties sign the modifications; and (c) approval by the required agencies, as described in COMAR, Title 21, is obtained.

3. Time for Performance

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on **April 1, 2009** and ending on **March 31, 2014**.

4. Consideration and Payment

- 4.1 The Contractor shall be paid no more than the following:
NOTE: THE COMPENSATION AMOUNT SHALL BE DERIVED FROM THE CONTRACTOR'S PROPOSAL.
- 4.2 Payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, annotated Code of Maryland, as from time to time amended, are prohibited.
- 4.3 Electronic Funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.
- 4.4 Each invoice shall be submitted on the Invoice Form which is Attachment I to the RFP and must also contain the Contractor's federal tax identification number, which is _____, the Contract Number, DPSCS Q0009021, and the Purchase Order number _____.
- 4.5 The Contractor may submit an invoice monthly for services rendered during the previous month. Invoices must be submitted to:
- Accounts Payable
Department of Public Safety and Correctional Services
300 E. Joppa Road, Suite 1000
Baltimore, MD 21286
- 4.6 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor

meets performance standards as established by the Procurement Officer pursuant to this Contract.

5. Personnel

Contractor agrees that all personnel identified in its bid, or personnel of equal qualifications, shall be assigned to perform the terms of this contract.

6. Confidentiality

Subject to the Maryland Public Information Act and any other applicable laws, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided the data may be collected, used, disclosed, stored and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party, (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information or (e) which such party is required to disclose by law.

7. Insurance Requirements

The Contractor shall maintain general liability insurance with a minimum of \$300,000 of occurrence and \$500,000 aggregate coverage. The State of Maryland shall be named as an additional named insured on all liability policies (Workers' Compensation excepted) and certificates of insurance evidencing this coverage shall be provided prior to the commencement of the contract.

8. Non-Hiring of Employees

No official or employee of the State of Maryland, as defined under State Government Article, 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this contract, shall during the pendency and term of this contract and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

9. Disputes

This Contract shall be subject to the provisions of Title 15, Subtitle 2, of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor shall file a written notice of claim with the Procurement Officer within 30 days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously

with or within 30 days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor shall submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

10. Maryland Law

This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.

11. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

12. Contingent Fee Prohibition

The contractor, architect, or engineer (as applicable) warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the contractor, architect, or engineer, to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement.

13. Nonavailability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this shall not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder shall be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

14. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State of

Maryland shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor shall remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

15. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State shall pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12 (A)(2).

16. Delays and Extensions of Time

The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

17. Suspension of Work

The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

18. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

19. Financial Disclosure

The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, as from time to time amended, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

20. Political Contribution Disclosure

The Contractor shall comply with the provisions of Election Law Article, Sections 14-101 through 14-108 of the Annotated Code of Maryland, which require that every person that enters into contracts, leases, or other agreements with the State of Maryland, a county or an incorporated municipality or their agencies, during a calendar year under which the person receives in the aggregate, \$100,000 or more, shall, file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.

21. Retention of Records.

The Contractor shall retain and maintain all records and documents in any way relating to this Contract for three years after final payment by the State of Maryland under this Contract or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section.

22. Compliance with Laws.

The Contractor hereby represents and warrants that:

- A. It is qualified to do business in the State of Maryland and that it shall take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- C. It shall comply with all federal, State and local laws, regulations, and ordinances

applicable to its activities and obligations under this Contract; and,

- D. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

23. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

24. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the State of Maryland, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the State. Any such subcontract or assignment shall include the terms of sections 13, and 15 through 28 of this Contract and any other terms and conditions that the State deems necessary to protect its interests. The State shall not be responsible for the fulfillment of the Contractor's obligations to its subcontractors.

25. Indemnification

- 25.1 The Contractor shall indemnify the State against liability for any claims, damages, loss, costs, expenses, suits, or actions of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.
- 25.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.
- 25.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and shall cooperate, assist, and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

26. Security

- 26.1 Any person who is an employee or agent of the Contractor or subcontractor and who enters the premises of a facility under the jurisdiction of the Department shall be searched, fingerprinted (for the purpose of a criminal history background check), photographed and required to wear an identification card issued by the Department. Further, the Contractor, its employees and agents and subcontractor's employees and agents shall not violate Md. Code Ann., Correctional Services §§ 9-410 – 9-416 and such other security regulations of the Department about which they may be informed from time to time. The failure of any of the Contractor's or subcontractor's employees or agents to comply with any provision of Section 26 of this contract is sufficient grounds for this Department to immediately terminate this contract for default.
- 26.2 The Contractor shall comply with the MD Information Technology Security Policy and Standards available online at:
http://dbm.maryland.gov/dbm_publishing/public_content/dbm_taxonomy/security/prevention/itsecuritypolicies.pdf.

27. Commercial Nondiscrimination

- 27.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 27.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the Department of Budget and Management, in all subcontracts.
- 27.3 As a condition of entering into this Contract, upon the Maryland Human Relations Commission's request, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the state of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19

of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

28. Prompt Payment Requirements and MBE Compliance

28.1. If a Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:

- (a) Not process further payments to the Contractor until payment to the subcontractor is verified
- (b) Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
- (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
- (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
- (e) Take other or further actions as appropriate to resolve the withheld payment.

28.2. An “undisputed amount” means an amount owed by a Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation, (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.

28.3. An act, failure to act, or decision of a procurement officer or a representative of the Department, concerning a withheld payment between a Contractor and subcontractor under this provision, may not:

- (a) Affect the rights of the contracting parties under any other provision of law;
- (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
- (c) Result in liability against or prejudice the rights of the Department.

28.4. The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise program.

28.5. To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:

- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule.
- (b) This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.
 - iv. Verification shall include a review of:

- a. The Contractor's monthly report listing unpaid invoices over 30 days old from certified MBE subcontractors and the reason for nonpayment; and
 - b. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding 30 days and invoices for which the subcontractor has not been paid.
- (c) If the Department determines that a Contractor is in noncompliance with certified MBE participation goals, then the Department will notify the Contractor in writing of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.
- (d) If the Department determines that a Contractor is in material noncompliance with MBE contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
- i. Terminate the contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the contract, including the contractual remedies required by this Directive regarding the payment of undisputed amounts.
- (e) Upon completion of the contract, but before final payment or release of retainage or both, the contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

29. Administrative

29.1 Contract Manager. The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager, Ernest Eley, Acting Deputy Director (410) 585-3529.

29.2 Notices. All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

BJ Said-Pompey, Procurement Officer
 Department of Public Safety and Correctional Services
 300 E. Joppa Road, Suite 1000
 Baltimore, MD 21215
 Phone: (410) 339-5015
 Fax: (410) 339-4240
 Email: bjsaid-pompey@dpscs.state.md.us

If to the Contractor: (To be completed)

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

CONTRACTOR

By: Date

Witness: _____

MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES

By: Date

Witness: _____

Approved for form and legal
sufficiency this _____ day
of _____, 2009.

Assistant Attorney General

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ATTACHMENT B - Bid/Proposal Affidavit

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (business) _____ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier’s or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in §16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted

bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business’s contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of the §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or
- (9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction

or liability under any law or statute described in §§B — C and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension):

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to §16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
- (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or potential Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of §13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland

certain specified information to include disclosure of beneficial ownership of the business.

J. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

K. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

- (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business' policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §K(2)(b), above;
- (h) Notify its employees in the statement required by §K(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §K(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

N. Repealed.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____
(Authorized Representative and Affiant)

End Attachment B

ATTACHMENT C - Contract Affidavit

COMAR 21.07.01.25

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the _____
(title)

and the duly authorized representative of _____
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

(1) The business named above is a (domestic_____) (foreign_____) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: _____

Address: _____

City_____ State_____ Zip_____

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and shall have paid all withholding taxes due the State of Maryland prior to final settlement.

C. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Bid Affidavit dated_____, 200____, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE:_____ BY: _____
Signature

**STATE OF MARYLAND
DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PURPOSE

The Contractor shall structure its procedures for the performance of the work required in this contract to attempt to achieve a **ten (10) percent** minority business enterprise (MBE) subcontracting goal stated in the Request for Proposals. MBE performance shall be in accordance with this Attachment, as authorized by the Code of Maryland Regulations (COMAR) 21.11.03. The Contractor agrees to exercise all good faith efforts to carry out the requirements set forth in this Attachment.

MBE GOALS AND SUBGOALS

☐ An MBE subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. By submitting a response to this solicitation, the bidder or Offeror agrees that this dollar amount of the contract will be performed by certified minority business enterprises

OR

☐ An overall subcontract participation goal of ____ percent of the total contract dollar amount has been established for this procurement. This dollar amount includes:

- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as women-owned businesses.
- ☐ A sub-goal of ____ percent of the total contract dollar amount to be allocated to certified minority business enterprises classified as African American-owned businesses.

- ◆ A prime contractor- including an MBE prime contractor- must accomplish an amount of work not less than the MBE subcontract goal with certified MBE subcontractors.
- ◆ A prime contractor comprising a joint venture that includes MBE partner(s) must accomplish the MBE subcontract goal with certified MBE subcontractors.

SOLICITATION AND CONTRACT FORMATION

- ◆ A Bidder or Offeror must include with its bid or offer:

(1) A completed Certified MBE Utilization and Fair Solicitation Affidavit (Attachment D-1) whereby the bidder or Offeror acknowledges the certified MBE participation goal or requests a waiver, commits to make a good faith effort to achieve the goal, and affirms that MBE subcontractors were treated fairly in the solicitation process.

- (2) A completed MBE Participation Schedule (Attachment D-2) whereby the bidder or Offeror responds to the expected degree of Minority Business Enterprise participation as stated in the solicitation, by identifying the specific commitment of certified Minority Business Enterprises at the time of submission. The bidder or Offeror shall specify the

price and/or percentage of contract value associated with each MBE subcontractor identified on the MBE Participation Schedule.

If a bidder or Offeror fails to submit Attachment D-1 and Attachment D-2 at the time of submittal of the bid or offer as required, the Procurement Officer shall deem the bid non-responsive or shall determine that the Offeror is not reasonably susceptible of being selected for award.

◆ Within 10 working days from notification that it is the apparent awardee or from the date of the actual award, whichever is earlier, the apparent awardee must provide the following documentation to the Procurement Officer.

(1) Outreach Efforts Compliance Statement (Attachment D-3)

(2) Subcontractor Project Participation Statement (Attachment D-4)

(3) If the apparent awardee has requested a waiver (in whole or in part) of the overall MBE goal or of any subgoal as part of the previously submitted Attachment D-1, it must submit documentation supporting the waiver request that complies with COMAR 21.11.03.11.

(4) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

If the apparent awardee fails to return each completed documentation within the required time, the Procurement Officer may determine that the apparent awardee is not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

CONTRACT ADMINISTRATION REQUIREMENTS

The Contractor shall:

1. Submit monthly to the Department a report listing any unpaid invoices, over 30 days old, received from any certified MBE subcontractor, the amount of each invoice and the reason payment has not been made. (Attachment D-5)
2. Include in its agreements with its certified MBE subcontractors a requirement that those subcontractors submit monthly to the Department a report that identifies the prime contract and lists all payments received from Contractor in the preceding 30 days, as well as any outstanding invoices, and the amount of those invoices. (Attachment D-6)
3. Maintain such records as are necessary to confirm compliance with its MBE participation obligations. These records shall indicate the identity of certified minority and non-minority subcontractors employed on the contract, the type of work performed by each, and the actual dollar value of work performed. Subcontract agreements documenting the work performed by all MBE participants must be retained by the Contractor and furnished to the Procurement Officer on request.

4. Consent to provide such documentation as reasonably requested and to provide right-of-entry at reasonable times for purposes of the State's representatives verifying compliance with the MBE participation obligations. Contractor shall retain all records concerning MBE participation and make them available for Department inspection for a period of three years after final completion of the contract.

5. At the option of the procurement agency, upon completion of the contract and before final payment and/or release of retainage, submit a final report in affidavit form and under penalty of perjury, of all payments made to, or withheld from MBE subcontractors.

Attachments

D-1 Certified MBE Utilization and Fair Solicitation Affidavit (shall be submitted with bid or offer).

D-2 MBE Participation Schedule (shall be submitted with bid or offer).

D-3 Outreach Efforts Compliance (shall be submitted by contract awardee within 10 working days of notification of apparent award).

D-4 Subcontractor Project Participation Statement (shall be submitted by contract awardee within 10 working days of notification of apparent award).

D-5 Prime Contractor Unpaid MBE Invoice Report (submitted monthly after contract commences).

D-6 Subcontractor Payment Report (submitted monthly after contract commences).

ATTACHMENT D-1

CERTIFIED MBE UTILIZATION AND FAIR SOLCITATION AFFIDAVIT

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsible or shall determine that the offer is not reasonably susceptible of being selected for award.

In conjunction with the offer submitted in responses to Solicitation Number DPSCS Q0009021, I affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal of **10** percent and, if specified in the solicitation subgoals of ____ percent for MBEs classified as African American-owned and ____ percent for MBEs classified as women-owned. I have made a good faith effort to achieve this goal.

OR

After having made a good faith effort to achieve the MBE participation goal, I conclude I am unable to achieve it. Instead, I intend to achieve an MBE goal of ____% and request a waiver of the remainder of the goal. If I submit the apparent low bid or am selected as the apparent awardee (competitive sealed proposal), I will submit written waiver documentation that complies with COMAR 21.11.03.11 within 10 business days of receiving notification that our firm is the apparent low bidder of the apparent awardee.

2. I acknowledge that the MBE subcontractors/suppliers listed in the MBE Participation Schedule will be used to accomplish the percentage of MBE participation that I intend to achieve.
3. I have identified the specific commitment of certified Minority Business Enterprises by completing and submitting an MBE Participation Schedule with the bid or proposal.
4. I understand that if I am notified that I am the apparent awardee, I must submit the following documentation within 10 working days of receiving notice of potential award or from the date of conditional award (per COMAR 21.11.03.10), whichever is earlier:
 - (a) Outreach Efforts Compliance Statement (Attachment D-3)
 - (b) Subcontractor Project Participation Statement (Attachment D-4)
 - (c) MBE Waiver Documentation per COMAR 21.11.03.11 (if applicable)
 - (d) Any other documentation required by the Procurement Officer to ascertain bidder or Offeror responsibility in connection with the certified MBE participation goal.

I acknowledge that if I fail to return each completed document within the required time, the Procurement Officer may determine that I am not responsible and therefore not eligible for contract award. If the contract has not already been awarded, the award is voidable.

5. In the solicitation of subcontract or offers, MBE subcontractors were provided not less than the same information and amount of time to respond as were non-MBE subcontractors.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information, and belief.

Bidder/Offeror Name

Signature of Affiant

Address

Printed Name, Title and Phone Number

Date

SUBMIT THIS AFFIDAVIT WITH PROPOSAL

MBE PARTICIPATION SCHEDULE

This document shall be included with the submittal of the bid or offer. If the bidder or Offeror fails to submit this form with the bid or offer, the procurement officer shall deem the bid non-responsive or shall determine that the offer is not reasonably susceptible of being selected for award.

Prime Contractor (Firm Name, Address, Phone)	Project Description
Project Number	
List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

USE ATTACHMENT D-2 CONTINUATION PAGE AS NEEDED

SUMMARY

TOTAL MBE PARTICIPATION: _____ %
TOTAL AFRICAN-AMERICAN MBE PARTICIPATION: _____ %
TOTAL WOMEN-OWNED MBE PARTICIPATION: _____ %

Document Prepared By (Please print or type):

Name: _____

Title: _____

ATTACHMENT D-2 CONT.

List Information for Each Certified MBE Subcontractor on this Project	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	
Minority Firm Name	MBE Certification Number
Works to be Performed	
Percentage of Total Contract	

OUTREACH EFFORTS COMPLIANCE STATEMENT

In conjunction with the proposal or offer submitted in response to Solicitation Number DPSCS Q0009021, I state the following:

1. Bid/Offeror identified opportunities to subcontract in these specific work categories.
2. Attached to this form are copies of written solicitation (with instructions) used to solicit certified MBEs for these subcontract opportunities. (Item #2 on this form is optional for the initial solicitation phase.)
3. Bid/Offeror made the following attempts to contact personally the solicited MBEs.
4. Bid/Offeror assisted MBEs to fulfill or to seek waiver of bonding requirements.
(DESCRIBE EFFORTS)

_____ This project does not involve bonding requirements.

5. Bid/Offeror _____ DID _____ DID NOT attend the pre-proposal conference.

_____ No pre-proposal conference was held.

Bid/Offeror Name

Signature of Affiant

Address

Name, Title

Date

SUBCONTRACTOR PROJECT PARTICIPATION STATEMENT

SUBMIT ONE FORM FOR EACH CERTIFIED MBE LISTED IN THE MBE PARTICIPATION SCHEDULE.

Provided that _____ is awarded the State contract in
(Prime Contractor Name)

conjunction with Solicitation Number DPSCS Q0009021, it and

MDOT Certification No. _____, intend to enter into a contract by which
Subcontractor _____

(Describe Work)

_____ No bonds are required of Subcontractor.

_____ The following amount and type of bonds are required of Subcontractor.

Prime Contractor Signature

Subcontractor Signature

By: _____
Name, Title and Phone Number

By: _____
Name, Title and Phone Number

Date

Date

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
INFORMATION TECHNOLOGY & COMMUNICATIONS DIVISION
MINORITY BUSINESS ENTERPRISE PARTICIPATION**

PRIME CONTRACTOR UNPAID MBE INVOICE REPORT

To be Completed Monthly by Prime Contractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

Prime Contractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor _____
Address _____
City _____
Phone _____

Contact Person _____
State _____ Zip _____
Fax _____

Subcontractor Services Provided

List any unpaid invoices over 30 days old received from this vendor and reason for non-payment.

- 1.
- 2.
- 3.

Total Amount Unpaid \$ _____

**** If more than one MBE subcontractor is used for this contract, please use separate forms & include the blanket purchase order number.**

Signature _____
(Prime Contractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Dennis Smith, MBE Director
Office of Minority Affairs
MD Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 208
Baltimore, MD 21215

Sandi Davis, Contract Manager
Division of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 305
Baltimore, MD 21215

**MARYLAND DEPARTMENT OF PUBLIC SAFETY AND CORRECTIONAL SERVICES
MINORITY BUSINESS ENTERPRISE PARTICIPATION
SUBCONTRACTOR PAYMENT REPORT**

To be Completed Monthly by MBE Subcontractor

Report: Month/Year _____

Report due by the 15th of following month.

ADPICS Document Numbers

Blanket Purchase Order Number _____

Purchase Order Number _____

MBE Subcontract Amount _____

Contract Begin Date _____

Contract End Date _____

MBE Subcontractor Name _____

MDOT Certification # _____

Contact Person _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

Subcontractor Services Provided _____

List all payments received from Prime Contractor in the preceding 30 days.

1.

2.

3.

TOTAL DOLLARS PAID \$ _____

Prime Contractor Name _____

List dates and amounts of any outstanding invoices.

1.

2.

3.

TOTAL DOLLARS UNPAID \$ _____

Contact Person _____

Signature _____
(Subcontractor)

Date _____

Return one (1) copy of this form to each of the following addresses:

Dennis Smith, MBE Director
Office of Minority Affairs
MD Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 208
Baltimore, MD 21215

Sandra Davis, Contract Manager
Division of Treatment Services
Department of Public Safety & Correctional Services
6776 Reisterstown Road, suite 305
Baltimore, MD 21215

ATTACHMENT E – Living Wage Requirements

Living Wage Requirements for Service Contracts

- A. This contract is subject to the Living Wage requirements under Title 18, State Finance and Procurement Article, Annotated Code of Maryland and the regulations proposed by the Commissioner of Labor and Industry. The Living Wage generally applies to a Contractor or Subcontractor who performs work on a State contract for services that is valued at \$100,000 or more. An employee is subject to the Living Wage if he/she is at least 18 years old or will turn 18 during the duration of the contract; works at least 13 consecutive weeks on the State Contract and spends at least one-half of the employee's time during any work week on the State Contract. The Living Wage Law does not apply to an employee who works less than thirteen consecutive weeks and full-time on a contract subject to the Living Wage.
- B. The Living Wage Law does not apply to:
- (1) A Contractor who:
 - (A) has a State contract for services valued at less than \$100,000, or
 - (B) employs 10 or fewer employees and has a State contract for services valued at less than \$500,000.
 - (2) A Subcontractor who:
 - (A) performs work on a State contract for services valued at less than \$100,000,
 - (B) employs 10 or fewer employees and performs work on a State contract for services valued at less than \$500,000, or
 - (C) performs work for a contractor not covered by the Living Wage Law as defined in B(1)(B) above, or B(3) or C below.
 - (3) Contracts involving services needed for the following:
 - (A) Services with a Public Service Company;
 - (B) Services with a nonprofit organization;
 - (C) Services with an officer or other entity that is in the Executive Branch of the State government and is authorized by law to enter into procurement (“Unit”); or
 - (D) Services between a Unit and a County or Baltimore City.

- C. If the Unit responsible for the State contract determines that application of the Living Wage would conflict with any applicable Federal program, the Living Wage does not apply to the contract or program.
- D. A Contractor must not split or subdivide a contract, pay an employee through a third party, or treat an employee as an independent contractor or assign work to employees to avoid the imposition of any of the requirements of Title 18, State Finance and Procurement, Annotated Code of Maryland.
- E. Each Contractor/Subcontractor, subject to the Living Wage Law, shall post in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.
- F. The Commissioner of Labor and Industry shall adjust the wage rates by the annual average increase or decrease, if any, in the Consumer Price Index for all urban consumers for the Washington/Baltimore metropolitan area, or any successor index, for the previous calendar year, not later than 90 days after the start of each fiscal year. The Commissioner shall publish any adjustments to the wage rates on the Division of Labor and Industry's Website. An employer subject to the Living Wage Law must comply with the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate, required by the Commissioner, automatically upon the effective date of the revised wage rate.
- G. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of the health insurance premium, as provided in §18-103(c), State Finance and Procurement Article, Annotated Code of Maryland, shall not lower an employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's share of health insurance premium shall comply with any record reporting requirements established by the Commissioner of Labor and Industry.
- H. A Contractor/Subcontractor may reduce the wage rates paid under §18-103(a), State Finance and Procurement, Annotated Code of Maryland, by no more than 50 cents of the hourly cost of the employer's contribution to an employee's deferred compensation plan. A Contractor/Subcontractor who reduces the wages paid to an employee based on the employer's contribution to an employee's deferred compensation plan shall not lower the employee's wage rate below the minimum wage as set in §3-413, Labor and Employment Article, Annotated Code of Maryland.
- I. Under Title 18, State and Finance Procurement Article, Annotated Code of Maryland, if the Commissioner determines that the Contractor/Subcontractor violated a provision of this title or regulations of the Commissioner, the Contractor/Subcontractor shall pay restitution to each affected employee, and the State may assess liquidated damages of \$20 per day for each employee paid less than the Living Wage.

Affidavit of Agreement
Maryland Living Wage Requirements-Service Contracts

Contract No. _____

Name of Contractor _____

Address _____

City _____ State _____ Zip Code _____

If the Contract is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- ☐ Bidder/Offeror is a nonprofit organization
- ☐ Bidders/Offeror is a public service company
- ☐ Bidder/Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- ☐ Bidder/Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract is a Living Wage Contract

- A. The Undersigned, being an authorized representative of the above named Contractor, hereby affirms our commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, to submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Bidder/Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and to ensure that its Subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its Subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and Industry, automatically upon the effective date of the revised wage rate.

Affidavit of Agreement (continued)
Maryland Living Wage Requirements-Service Contracts

B. _____(initial here if applicable) The Bidder/Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- ☐ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- ☐ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- ☐ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative

Date

Title

Witness Name (Typed or Printed)

Witness Signature

Date

ATTACHMENT F – PROPOSAL PRICE FORM

Company Name: _____
Address: _____
City: _____ State: _____ Zip: _____
FED ID#: _____
E-MD ID #: _____
MDOT#: (if applicable) _____
Phone: _____
E-Mail: _____

Vendor Services:

Provide Therapeutic Community Treatment Services to sentenced inmates incarcerated in five prisons in the State (Offerors may propose for any or all correctional institution therapeutic community programs):

- Residential Substance Abuse Treatment Program (RSAT)
- Regimented Treatment Offender Program (ROTC)
- Maryland Correctional Institute for Women (WIT)
- Maryland Correctional Training Center (MCTC)
- Metropolitan Transition Center (MTC)

A. Residential Substance Abuse Treatment Program (RSAT)

Services and staffing cost per month _____ x 60 months = \$ _____.

B. Regimented Treatment Offender Program (ROTC)

Services and staffing cost per month _____ x 60 months = \$ _____.

C. Maryland Correctional Institute for Women (WIT)

Services and staffing cost per month _____ x 60 months = \$ _____.

D. Maryland Correctional Training Center (MCTC)

Services and staffing cost per month _____ x 60 months = \$ _____.

E. Metropolitan Transition Center (MTC)

Services and staffing cost per month _____ x 60 months = \$ _____.

Authorized Representative Name/Title: _____

Authorized signature: _____ Date: _____

ATTACHMENT G — Inmate Characteristics by Institution (CLF)

CLF: Total Population: 511

Distribution by Race:		Distribution by Age:		Distribution by Offense:	
Black	76.1%	Under 21	1.8%	Drug Offense	38.2%
White	20.2%	21-30	27%	Assault	14.3%
Other	3.7%	31-40	28.6%	Robbery	16.2%
		41-50	34.6%	Weapons	4.5%
		51-60	7.4%	Other	26.8%
		60+	.6%		
Distribution by Sentence:		Security Classification:		Inmate Assignment:	
18 mos. or less	1%	Pre	37.8%	Unassigned	10.4%
19-60 mos.	41.9%	Min	61.8%	Food Serv/Diet	9.6%
61-20 mos.	34.2%	Med I	.2%	Sanitation	7%
121-180 mos.	10.2%	Unclassified	.2%	Acad/Vocat	34.8%
Over 180 mos.	12.7%			Inmate Serv	21.9%
				Maint Assign	2%
				SUI	2.3%
				Work Rel/Outside	11.9%
Sentencing Jurisdiction:		Releases FY 2007-2008:		Releases by Sentencing Jurisdiction:	
Balt. City	49.6%	Parole	37.5%	Balt. City	48.5%
Balt. County	14.7%	Mandatory	57.3%	Balt. County	12.9%
Prince George's	6.5%	Expiration	.4%	Prince George's	6.1%
Anne Arundel	3.0%	Continued	2.6%	Anne Arundel	3.9%
Harford	6.0%	Court Ordered	2.2%	Harford	3.3%
Charles	2.6%			Charles	3.3%
Wicomico	.9%			Wicomico	1.8%
Washington	2.6%			Washington	5.3%
Montgomery	.9%			Montgomery	2.9%
St. Mary's	2.2%			St. Mary's	1%

ATTACHMENT H — Inmate Characteristics by Institution (ROTC)

Patuxent ROTC: Total Population: 112

Distribution by Race:		Distribution by Age:		Distribution by Offense:	
Black	68.8%	Under 21	5.4%	Drug Offense	32.1%
White	27.7%	21-30	31.3%	Assault	20.5%
Other	3.6%	31-40	34.8%	Robbery	14.3%
		41-50	24.1%	Weapons	4.5%
		51-60	3.6%	Other	28.6%
		60+	.9%		
Distribution by Sentence:		Security Classification:		Inmate Assignment:	
18 mos. or less	.9%	Pre	8%	Unassigned	13.4%
19-60 mos.	41.1%	Min	39.3%	Acad/Vocat	85.7%
61-20 mos.	35.7%	Med I	52.7%	None	.9%
121-180 mos.	12.5%				
Over 180 mos.	9.8%				
Sentencing Jurisdiction:		Releases FY 2007-2008:		Releases by Sentencing Jurisdiction:	
Balt. City	70.3%	Parole	11%	Balt. City	50.9%
Balt. County	8.5%	Mandatory	1.7%	Balt. County	16.1%
Prince George's	4.2%	Continued	87.3%	Prince George's	.9%
Anne Arundel	.8%			Anne Arundel	8%
Harford	2.5%			Harford	1.8%
Charles	1.7 %			Charles	.9%
Wicomico	1.7%			Wicomico	3.6%
Washington	5.1%			Washington	3.6%
				St. Mary's	2.7%

ATTACHMENT I — Inmate Characteristics by Institution (MCIW)

MCIW: Total Population: 863

Distribution by Race:		Distribution by Age:		Distribution by Offense:	
Black	62.8%	Under 21	1.5%	Drug Offense	30.5%
White	34.5%	21-30	28.7%	Assault	12.3%
Indian	.1%	31-40	33.6%	Robbery	8.1%
Asian	.2%	41-50	28.9%	Weapons	1.8%
Other	2.3%	51-60	5.7%	Other	47.5%
		60+	1.6%		
Distribution by Sentence:		Security Classification:		Inmate Assignment:	
18 mos. or less	6.1%	Pre	17%	Unassigned	28.2%
19-60 mos.	41.5%	Min	40.2%	Food Serv/Diet	6.8%
61-20 mos.	24.2%	Med I	33.5%	Sanitation	5.3%
121-180 mos.	9.9%	Max I	5.2%	Acad/Vocat	30.1%
Over 180 mos.	12.1%	Unclassified	4.1%	Inmate Serv	3.8%
Life	6.2%			Maint Assign	1.2%
				SUI	23.8%
				Work Rel/Outside	.2%
				None	.6%
Sentencing Jurisdiction:		Releases FY 2007-2008:		Releases by Sentencing Jurisdiction:	
Balt. City	55.1%	Parole	20.8%	Balt. City	36.1%
Balt. County	12.4%	Mandatory	37.1%	Balt. County	14.2%
Prince George's	2.3%	Expiration	19.5%	Prince George's	4.6%
Anne Arundel	2.7%	Continued	18.8%	Anne Arundel	4.4%
Harford	4.4%	Court Ordered	3.2%	Harford	4.2%
Charles	1.9%			Charles	2.9%
Wicomico	3.4%			Wicomico	4.7%
Washington	6.0%			Washington	5.1%
Montgomery	.5%			Montgomery	2.9%
St. Mary's	.8%			St. Mary's	1.2%

ATTACHMENT J — Inmate Characteristics by Institution (MCTC)

MCTC: Total Population: 2470

Distribution by Race:		Distribution by Age:		Distribution by Offense:	
Black	73.9%	Under 21	2.8%	Drug Offense	20.3%
White	23.8%	21-30	37%	Assault	16.1%
Other	2.2%	31-40	27.8%	Robbery	17.9%
		41-50	22.8%	Weapons	4.3%
		51-60	7.7%	Other	41.4%
		60+	1.9%		
Distribution by Sentence:		Security Classification:		Inmate Assignment:	
18 mos. or less	.9%	Pre	11.1%	Unassigned	16.2%
19-60 mos.	22.1%	Min	24.7%	Food Serv/Diet	13.6%
61-20 mos.	30.2%	Med I	63.9%	Sanitation	21.5%
121-180 mos.	15.4%	Max I	.3%	Acad/Vocat	28.9%
Over 180 mos.	27%	Unclassified	.1%	Inmate Serv	4.5%
Life	4.5%			Maint Assign	5.7%
				Work Rel/Outside	6.1%
				SUI	3.4%
				None	.3%
Sentencing Jurisdiction:		Releases FY 2007-2008:		Releases by Sentencing Jurisdiction:	
Balt. City	28.6%	Parole	24.3%	Balt. City	35.3%
Balt. County	8.8 %	Mandatory	68.1%	Balt. County	13.7%
Prince George's	6.1%	Expiration	3.4%	Prince George's	10.9%
Anne Arundel	2.7 %	Court Ordered	1%	Anne Arundel	4.6%
Harford	3.8%			Harford	2.4%
Charles	3.8%			Charles	3.4%
Wicomico	1.3%			Wicomico	1.9%
Washington	21.4%			Washington	8.4%
Montgomery	1.7%			Montgomery	4.4%
St. Mary's	1.1%			St. Mary's	1.3%

ATTACHMENT K — Inmate Characteristics by Institution (MTC)

MTC: Total Population: 1761

Distribution by Race:		Distribution by Age:		Distribution by Offense:	
Black	82%	Under 21	6.9%	Drug Offense	35%
White	16.6%	21-30	37.3%	Assault	17.5%
Other	1.4%	31-40	28.2%	Robbery	13.8%
		41-50	20.7%	Weapons	7.6%
		51-60	5.9%	Other	26.1%
		60+	.9%		
Distribution by Sentence:		Security Classification:		Inmate Assignment:	
18 mos. or less	19.4%	Pre	25.7%	Unassigned	59.2%
19-60 mos.	40.0%	Min	63.6%	Food Serv/Diet	8.2%
61-20 mos.	26.9%	Med I	1.6%	Sanitation	5.2%
121-180 mos.	6.6%	Max II	.1%	Acad/Vocat	16.6%
Over 180 mos.	7.0%	Unclassified	9%	Inmate Serv	4.1%
Life	.1%			Maint Assign	2.5%
				Work Rel/Outside	2.2%
				None	2%
Sentencing Jurisdiction:		Releases FY 2007-2008:		Releases by Sentencing Jurisdiction:	
Balt. City	79.6%	Parole	10.1%	Balt. City	61.2%
Balt. County	45.8%	Mandatory	42.7%	Balt. County	12.5%
Prince George's	1.8%	Expiration	42.8%	Prince George's	5.2%
Anne Arundel	1.8%	Continued	.9%	Anne Arundel	3.8%
Harford	2.1%	Court Ordered	2.6%	Harford	3%
Charles	.8%			Charles	1.7%
Wicomico	.5%			Wicomico	1.7%
Washington	.7%			Washington	1.7%
Montgomery	1.3%			Montgomery	1.7%
St. Mary's	.2%			St. Mary's	.9%

ATTACHMENT L — End of Month Report Template

Therapeutic Communities April 2009

Performance Criteria	MCTC	MCIW	ROTC	CLF	MTC	Total
Avg. Daily Census as of last day of month						
Treatment slot utilization	%	%	%	%	%	%
# Admissions						
# Total Discharges						
Reasons for Discharge:						
# Total Completions						
% Completions	%	%	%	%	%	%
# Non-Compliant/Therapeutic Discharges						
% Non-Compliant/Therapeutic Discharges						
Total # of Urinalysis tests performed						
Total # and % positive	() %	() %	() %	() %	() %	() %
Staff Roster						
Current staffing						
% Staffing	%	%	%	%	%	%
Monthly Staff Turnover Percentage	%	%	%	%	%	%
YTD Staff Turnover Percentage	%	%	%	%	%	%
Monthly Direct Service Hour Totals	%	%	%	%	%	%
Monthly Indirect Service Hour Totals	%	%	%	%	%	%

ATTACHMENT M – Electronic Funds Transfer (EFT) Registration Form

State of Maryland Comptroller of Maryland

Vendor Electronic Funds Transfer (EFT) Registration Request Form

Date of request _____

Business identification information (Address to be used in case of default to check):

Business/Individual name _____

Address line 1 _____

Address line 2 _____

City _____ State _____ Zip code

--	--	--	--	--	--

--	--	--	--	--	--

Taxpayer identification number:

Federal Employer Identification Number:

--	--

--	--	--	--	--	--	--	--

(or) Social Security Number:

--	--	--

--	--

--	--	--	--

Business contact name, title, e-mail and phone number including area code. (And address if different from above):

Financial institution information:

Name and address _____

Contact name, phone number (include area code) _____

ABA number

--	--	--	--	--	--	--	--	--	--

Account number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

--

 Checking

--

 Money Market

--

 Savings

Account type

Format Desired: _____ CCD+ _____ CTX* _____ EDI* (Check one.)

***Note – There may be a charge to you by your bank with this format. You must contact your bank to receive this format.**

A VOIDED CHECK from the bank account must be attached or letter from the bank confirming the account number.

COT/GAD X-10

Transaction requested:

1. ___ Initiate all disbursements via EFT to the above account.
2. ___ Discontinue disbursements via EFT, effective _____
3. ___ Change the bank account to above information – a copy of the approved Registration Form for the previous bank account shall be attached.

I am authorized by * _____ (hereinafter Company) to make the representations contained in this paragraph. Company authorizes the Comptroller and the Treasurer of Maryland to register it for electronic funds transfer (EFT) using the information contained in this registration form. Company agrees to receive all funds from the State of Maryland by electronic funds transfer according to the terms of the EFT program. Company agrees to return to the State of Maryland any EFT payment incorrectly disbursed by the State of Maryland to the Company's account. Company agrees to hold harmless the State of Maryland and its agencies and departments for any delays or errors caused by inaccurate or outdated registration information or by the financial institution listed above.

*Name of registering business entity

Signature of individual, company treasurer, controller, or chief financial officer and date

Completed by GAD/STO

Date Received _____

GAD registration information verified _____ Date to STO _____

STO registration information verified _____ Date to GAD _____

R*STARS Vendor No. and Mail Code Assigned:

State Treasurer's Office approval date

General Accounting Division approval date

To Requestor:

Please retain a copy of this form for your records. Please allow approximately 30 days from the date of your request for the Comptroller's and Treasurer's Offices to process your request. Failure to maintain current information with this office could result in errors in payment processing. If you have any questions, please call the EFT registration desk at 410-260-7375.

Please submit form to: EFT Registration, General Accounting Division
Room 205, P.O. Box 746
Annapolis, Maryland 21404-0746

(or) Fax: 410-974-2309

Instructions: Electronic Funds Transfer instructions are located: <http://compnet.comp.state.md.us/gad>. Questions may be requested by email, gad@comp.state.md.us. Or call 1-888-784-0144.

ATTACHMENT N – Pre-Proposal Conference Response Form

Solicitation Number DPSCS Q0009021

SUBSTANCE ABUSE TREATMENT

A pre-proposal conference will be held at 10:00 AM on **Monday, January 26, 2009** at the department of Public Safety, 300 E. Joppa Road, Suite 1000 Conference Room, Towson, MD 21286. Please return this form by 4:00 PM Friday, January 23, 2009 advising whether you plan to attend. For directions to the meeting site please visit the Map Quest website at: <http://www.mapquest.com/directions/>

Return this form to:

Department of Public Safety and Correctional Services
BJ Said-Pompey, Director of Procurement
300 E Joppa Road, Suite 1000
Towson, MD 21286
Fax # 410-339-4240

Please indicate:

_____ Yes, the following representatives will be in attendance:

1. _____

2. _____

3. _____

_____ No, we will not be in attendance.

Signature

Title

Name of Company

Date

Email

Phone

END OF ATTACHMENT N

ATTACHMENT O — Weekly Census Reporting Template

Program	Contracted Capacity	Cycle Start Dates	Weekly Census Submissions					Projected Monthly Completions	Total Admissions needed next Cycle	Current Utilization Rate
			Week 1	Week 2	Week 3	Week 4	Week 5	Week 2		
MCTC	85	1st Wed of Month								%
MCIW	75	Last Day of Month								%
MTC	90	1st Day of Month								%
*Patuxent-Men ROTC	100	1st Wed of Month								%
CLF	256	1st Day of Month								%